

1901-010
Lee Co.

Chancery Causes: Adms. of W. M. Pennington vs Adms. of M. C. Parsons &c
George W. Peters &c vs. George A. Crabtree
Folder 1 of 4

Russell, Jesse, Pridemore, Richmond, Blair, Smith, Duncan,
Nicoll, Ely, Armstrong, Carter, Hall, Yeary, Peters, Kirk,
Sewell, Shelburn, Cecil, Hurst, Spencer, Zion, Graham,
Roop, Poteet, Johnson, Hughes, Garrett, Brown, McNeil,
McLellan, Cook, Witt, Morgan

CA-Debt
T-Property

-Deed

Oversize Box 1:
-List of Property
Taxes

To Hon. W. T. Miller,

Judge of the Circuit Court for Lee County:

The amended Bill of your Complainant, R. L. Pennington, Administrator of the estate of W. M. Pennington deceased, would respectfully represent unto your honor as follows:-

That at the Feby. ²~~Rues~~, 1896, he filed his original Bill against H. J. Russell and J. C. Jessee in their own right, and as administrators of the estate of M. C. Parsons deceased, Eva Ruseel, Ellen Jesse, G. W. Parsons, Rebecca Parsons, Wheelr P. Parsons, Bessie Parsons, A. L. Pride More, C. T. Duncan trustee, H. D. G. Blair, W. M. Smith, J. L. Pennington, W. A. Parsons and Henry Nicol; that since the filing to the said ~~Bill~~ original Bill, which is here prayed to be taken as part of this, as if fully set out herein, ~~that~~ he has leared that the legal title to the land known as the Knob farm is in the ~~hands of~~ heirs of the estate of M. ^D Richmond, from whom the said Parsons had purchased the same but from whom he had never gotten any title; therefore the said M. D. Richmond being now dead, and for the purpose of extracting title to the said tract of land, in addition to the said relief prayed in the original bill, your orator prays that B. H. Sewe and S. V. F. Richmond as administrators of the estate of M. D. Richmond, and S. V. F. Richmond in his own right, Lizzie Ely, Alex. M. Ely, Mary Smith, Jennie Armstrong, W. K. Armstrong, May Richmond, Nerve Richmond, ^{heirs of late of the said late M. D. Richmond} Josh Richmond, and Mrs. Saluda Richmond, be made parties defendant to the said Original and Amended bill, and that a guardian ad litem be appointed for the said May Richmond, Nerve Richmond, and Josh Richmond, who are infants, to defend them in this suit, that the said addult defendants be require to anser the said amended bill, but not ^{an} + That a deed be made by a commissioner from the said + under oath, and all other further general relief that the nature + estate of M. D. Richmond to the heirs of the said M. C. Parsons - of his said cause may demand, and he will ever pray &c.

Pennington Bros. P. Q

R.L. Pernington, Admr. et al,

vs. Amended Bill.

Russell and Jessee, Admrs.

1896 2nd May rules
amended bill filed
Spa accepted & D. N.
" 1st June rules taken
the last Monday in
May D. N. Conf. &
Cause set for hearing

To the Honorable H.A.W.Skeen, Judge of the Circuit

Court of Lee County, Virginia:

Your Petitioner, W.J.Mileham, Sheriff for Lee County Virginia, and as such administrator of the estate of J.S.Burgin deceased, would respectfully represent to the Court that there is pending in this Court a chancery cause of R.L.Pennington Admr. &c. Vs. J.C.Jessee administrator and others, which said cause has for its object the settlement of the administration account of said Jessee administrator of the estate of M.C.Parsons deceased, and to marshal the assets of the said Parsons for the purpose of settling up the estate of the said Parson's ~~estate~~; that in said cause such proceedings have been had that a commissioner, A.M.Goins, has been appointed for said purposes, and that said Commissioner up to this time has performed the duties assigned him and made reports to the Court of the same; that for the purposes of paying off the indebtedness of said estate the personal effects of the said decedent have been used and certain real estate sold, the proceeds of which are a considerable portion thereof are now funds in the hands of and under the control of this Honorable Court.

Your Petitioner will further show to your Honor that his decedent holds debts against John L.Pennington and the said M.C.Parsons deceased which have never been reported by said commissioner to this ~~Court~~ Court, and said debts are as follows: First, a note, under seal, for \$451.00 dated March the 29th 1889, payable one day after the date thereof, executed to the said J.S.Burgin by J.L.Pennington and M.C.Parsons, on which note there is endorsed the following credits, May the 5th 1890 \$20.00, June the 14th 1894, \$25.00; and Second, a note, under seal, for \$451.00 dated March the 29th 1889, payable twelve months after the date thereof, executed by the said J.S.Burgin by J.L.Pennington and M.C.Parsons, and on this note there is endorsed the following credits, ~~October the 29th, 1894 \$151.08, and on September the 20th 1894 \$300.00,~~ and the above credits are the only credits to which said notes are subject, and the residue of said notes and the interest thereon is wholly due and unpaid, either to the said decedent in his life time or to your

Petitioner since his death. In both of said notes the homestead exemptions are waived and both of said notes are herewith filed marked "A" and "B" and prayed to be considered as a part of this bill.

Your Petitioner will further show to your Honor that he is informed and believes that the reason ~~he~~ ^{said Burgin} did not present said notes to the said Commissioner at the time of his sittings to be reported in said cause for payment is that the said John S. Burgin was an old man infirm and in bad health and ignorant of what his duties were in this regard, and may not, in fact, have known of the pendency of said suit for said purpose.

that J. B. Jensen advisor of M. C. Parsons deeded he made a party
Therefore the prayer of your Petitioner is that he may be allowed to come into said suit and prove the said ^{debts} two evidenced by the said two notes as aforesaid, and to have the same adjudged against the estate of the said Parsons for payment, as that the said J. L. Pennington the joint obligor on said notes is totally insolvent, and he prays for such other ~~and~~ further and general relief ~~and~~ as the nature of his case may require. And he will ever pray &c.

*C. G. Duncanson
B. H. Sewell } attys*
*W. J. Milcham Adm'r of
the Estate of J. S. Burgin
Deed petitioner.*

Virginia, Lee County, Court:

I A. B. Murree Clerk of the Circuit Court for the County and State aforesaid, do hereby certify, that W. J. Milcham above, &c, personally appeared before me, and made oath in due form of law, that the matters and things in the above petition in so far as made on his own knowledge are true, and in so far as made on knowledge and information derived from others he believes to be true. Given under my hand, this the 16th day of March 1900.
A. B. Murree Clerk

but not under oath, that being waived.
to this petition and answer

R. L. Pennington Adm'r
vs Petition of W. J.
Wilham Adm'r &c.
J. L. Jesse Adm'r &c.

Filed in open Court
and by leave thereof
March the 16th 1900
A. B. Munsey Clerk

\$451⁰⁰

March 29 1889

Twelve month after date We Perains to Bognants
order of J. J. Burgin the sum of four
hundred & fifty one dollars ~~for value Received~~
of him we here by make all home & treat
Laws as to this debt without our hands & seal

J. R. Pennington *Seal*
M. L. Parsons *Seal*

inst. to do 28-94

at 6 p.m. = \$151.00

Cl. by L. Baileys. & Ensign

B. J. D. Pringle

\$500.⁰⁰ Sept. 20 - 1894

"B"

J. J. Pennington
M. C. Porous
To nat. \$451.⁰⁰

\$451⁰⁰

March 29 1889

one day after date We Promise to Pay to
the order of J. E. Burgin the sum of
four hundred & fifty one dollars for value
Received of him We here by Make all home state
& exempted Laws as to this debt Witness our
hands & seal

J. S. Pennington Seal
M. C. Fordson Seal

J. S. Pennington
M. C. Jordan
Gave \$450.00

Credit by check 20.00
twenty Dollars
5-4-20

June 14 1894 credit by
order 25 Cent Dollars to
Wm Pennington 11.00

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11

1 To the Hon. W. T. Miller, Judge of the
2 Circuit Court of Lee County, Va.
3 The petition of Geo W. Peters & James
4 Carter, who humbly complaining would
5 respectfully represent, That heretofore
6 they were security to J. L. Pennington
7 on a debt due to Geo A Crabtree
8 for about the sum of 300⁰⁰ which
9 is admitted to have been paid down
10 as now claimed to \$139⁰⁰. In this
11 debt M. C. Parsons now deceased
12 was Co-surety with your petitioners.
13 The said Crabtree had obtained
14 Judgement on this debt & had
15 execution thereon & had the same
16 levied on the property of the said
17 J. L. Pennington ample & sufficient
18 to pay the same. Had the same
19 advertised for sale & the parties
20 then met at the court house
21 where a calculation was made
22 & it was ascertained that there
23 was only \$60⁰⁰ or \$65⁰⁰ thereon, on
24 which, your petitioners are informed
25 & believe it to be true, that the
26 said Crabtree proposed to the said
27 J. L. Pennington the principal debtor,
28 that if he, the said Pennington,
29 would pay him the sum of \$30⁰⁰
30 he would release said property
31 & risk him for the balance.
32 Certain it is that on that

on that day, the said Crabtree did make & execute a writing, whereby he released said property from every sale & this he did without the knowledge or consent of your petitioners.

Your petitioners further state that they have learned since the last term of this Court that said Crabtree has presented & has had allowed to him a claim for a balance on this judgment of \$134⁰⁰ & some interest against the estate of said M. C. Parsons. Of the presentation & allowance of this claim they had no knowledge until since the last term of this Court. They had never been called upon to pay any of it & supposed the debt to have been fully settled on the day of said release.

They learn that this claim was being presented by enquiries made of them by the administrators of the said Parsons.

They are advised that if the said Parsons should have to pay said claim that they would be responsible over to him for their part thereof.

They pray therefore that said account against said Parsons if closed be re-opened & these petitioners be allowed to come in and defend the recovery thereof.

The paper making said release to the deputy Sheriff having said property in charge is now in the possession of your petitioners & will be produced for the Courts inspection.

They pray that Geo. A. Gobbree be made a party to this petition answer the same but not oath, that being waived and on a hearing that they be released from the payment of said claim. And for all other, further & general relief.

Pridemore & Sewell &c.

This day Geo W. Peters personally appeared before me, the undersigned, and made oath that the foregoing statements so far as made upon his own information are true & so far as made upon the information derived from others he believes them to be true Given under my hand, this Nov 14th 1898

D. C. Sewell
N. P.

George W. Peterman

8:30 P.M.

Geo. A. Kerabbee

De

To the Hon. W. T. Miller Judge of
the Circuit Court of Lee County
Virginia:

The Petition of J. C. Jesse
administrator of the estate of M. C.
Parsons deceased, who humbly
complaining would respectfully
represent, that heretofore R. L.
Permington a Creditor filed his
bill in this Hon Court, against Pe-
titioner and his Co-administrator
H. J. Russell now deceased. The
object of which was to convene
the Creditors & marshal the assets
of said Parsons estate, various pro-
ceedings have been had thereon,
several reference to a Commissioner
for report, had, and many Credit-
ors have presented and proven
their claims, and the action of said
Commissioner in various actions
have been confirmed, but no final
decree or disposition has been made
of said Cause, but the same is still
pending in this Court.

Among these Creditors thus present-
ing claims was one George A.
Crabtree, who claimed to hold a
judgement against one John L.
Permington, with M. C. Parsons
George Peters and James Carter security
for about \$300, but subject to

Credits that reduced it down to \$139.
The judgement, was presented for
audit before said Court, and allowed
with no affidavit that it had not
been paid, and thus allowed by said
Commissioner, his action has been
by a clerical order confirmed.

At the time it was allowed your
Petitioner knew of no defense, he
could make, and was ignorant of
the fact. He however soon after the
Commissioner allowed said claim
sought to, have Carter & Peters co-
securitys pay their part and for
that purpose went to see them, when
to his surprise he learned were to be
the fact, Crabtree, had had exe-
cution issued on said judgement and
the property of the principal debtor
levied on, and advertised for sale, a
sufficient amount to pay the entire
debt; the property was brought
by the deputy sheriff in charge
to the Court house for sale, and before
sale, a calculation was made in the
presence by the consent of Crabtree
whence a balance of only \$60 or \$65
was found due Crabtree on said debt.
On this fact appearing respondent
is informed and he believes it to be
true, that said Crabtree, proposed to
J. L. Pennington, the principal debtor

4. Petitioner states that at this, this account was taken, H. J. Russee was a co-administrator with Petitioner, and he had the active management of claims in the part of Country where Peters & Carter were. That if he had any information of their claims it was never before known. At this time, he had been severely shot and for years unable to physically and at times, even to the present, he has been suffering from the effects of the wound. He has been unable to do any business since the time of the wound. He has been unable to do any business since the time of the wound. He has been unable to do any business since the time of the wound.

That if he would pay him \$30⁰⁰ he would, he would release said property, and take Pennington for the balance of the debt. And whether he did so or not he did receive the \$30⁰⁰ and did by a writing given the deputy Sheriff Marion Kirk release said property from levy or sale.

Petitioner is informed and believes it to be true, that neither Parsons Peters or Carter agreed to this release of levy or sale, but that it was an arrangement wholly between Crabtree & Pennington, and if so it operates as a release of said securities and the loss if any should fall on Crabtree. But however this may be, Certainly Crabtree should only be allowed the \$60. or \$65 then admitted by him to be the balance due, and on that to give the Credit of \$30 now paid.

Your Petitioner prays that said account as to said item be re-opened, and reheard, and your petitioner permitted to make proof of the facts herein set out. No inconvenience can arise from this as Parsons estate will pay in full all debt against it.

Petitioner believes from the facts all of which was known to Crabtree that the said Crabtree presented and

1
I respect
fully
Yours
H. J. Russee

1 said judgement, intending thereby to
2 cheat & defraud said estate of M. C.
3 Parsons out this money already
4 largely if not entirely collected by
5 him, and he adroitly prosecuted his
6 unjust demand against a decent man
7 signing the living ones equally
8 bona & perfectly good. Your Petitioner
9 therefore charges that said allowance of
10 said claim was procured by the fraud
11 of said Practice and he prays to have
12 ^{that George A. Lupton be made a party defendant & be so named}
13 it corrected. And duty bound he
14 will ever pray &c.

Onelmore & Sewell.

15 Virginia Lee County to wit:

16 This day J. C. Jesse personally appeared
17 before me & made oath that the facts
18 stated in the petition above are
19 so far as made upon his own
20 knowledge true, and so far as made
21 upon information derived from others,
22 he believes them to be true. Given
23 under my hand this March. 1899.

24 A. B. Munsey Clerk.

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J. L. Jesse

v { Petitioner

George A. Corbitt

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your petitioner, Daniel Hall, respectfully represents that by a decree of the said Court, rendered at the March Term, 1896, of your Honor's court, a judgment was rendered in his favor against J.C.Jessee and H.J.Russell, administrators of the estate of M.C. Parsons, deceased, for the sum of seventy dollars and twenty-four cents, with interest thereon from the first day of March, 1896, until payment and sixty two dollars and twenty-eight cents costs; that he assigned fifty dollars, a part of the said judgment to Duncan & Hyatt, his attorneys; that he filed an attested abstract of the said judgment before A.M.Goins, Special Commissioner in the Chancery cause pending in said Court entitled R.L.Pennington, Admr. &c. v. Jessee, Admr &c.et als.", which was a general creditor's suit, and which the said Commissioner was directed to report all debts against the estate of M.C.Parsons; that the said commissioner has reported the fifty dollars , part of said Judgment assigned to said Duncan & Hyatt, and the costs of same, but has failed to report the residue of said judgment, to wit: Twenty dollars and twenty-four cents, with interest thereon from the 1st day of March, 1896, until payment ~~and~~. The said abstract is marked claim "14 and 15" and the said account of indebtedness of the estate of the said M.C.Parsons is marked Statement "C" by said Commissioner and filed with his report.

The object of this petition is to have said mistake corrected, and an order that J.C.Jessee, surviving administrator of M C.Parsons, (H.J.Russell having died) pay to the said Daniel Hall, your petitioner, the said \$20.24, with interest as aforesaid. And the said report of said commissioner having been confirmed, the matter can only be reached by petition.

The prayer of petitioner therefore is that J.C.Jessee, surviving administrator of the estate of M.C.Parsons, deceased, be made a party defend nt to this petition; that he be required to answer the same; and, upon on a hearing, that an order be made directing the said administrator to pay to petitioner the said twenty dollars and twenty-four cents out of the fund now in his hands, together with the interest which has accrued thereon, and he will ever pray &c.

Petitioner alleges that said administrator now has in his hands ample funds to pay this and all other debts against the said estate.

L. J. Duncan & L. T. Hyatt.

For Petitioner.

Daniel Hall

R. L. Pennington,
Adm^r &c.

vs. } Lushaucery

J. C. Jesse Adm^r &c et al

Petition

Filed in open Court
and by leave thereof
Novr the 14th 1899

A. B. Munsey Clerk

To the Honorable W.T. Miller, Judge of the circuit court for Lee county, Virginia:

Humbly complaining, your petitioner, T.J. Yeary, a citizen of said county, would respectfully represent and show unto your honor that on the 28th day of Decr. 1895, before J.C. Noel, a Justice of the Peace for said County, he obtained a judgment against J.E. Jesse and H.J. Russell, administrators of the estate of M.C. Parsons, deceased, for the sum of eighteen dollars and eighty-seven cents (\$18.87) with interest thereon from the 28th day of Decr. 1895, till paid and three dollars and fifty cents (\$3.50) costs, as will fully appear by reference to said judgment which is herewith filed as a part hereof marked "Judgment".

Your petitioner states that no part of said judgment has ever been paid, and that the same is now due and owing to him by the estate of the said M.C. Parsons, deceased.

Petitioner has recently been informed that there is pending in said court a chancery cause entitled "R.L. Pennington, Admr. &c. vs. Jesse & Russell, Administrators &c. et als." wherein an account of the indebtedness of the estate of the said M.C. Parsons, dec'd, has been taken by A.M. Goins, Special Commissioner appointed for that purpose. Petitioner has no notice of the sitting of said commissioner Goins, and hence did not file his judgment afore said before him, and the same has not, therefore, been taken into account against said estate in said cause.

Petitioner states that since the rendition of his said judgment the said H.J. Russell has departed this life.

Now the object of this petition is to have said judgment taken into consideration against said estate and collected therefrom along with the other debts reported by said Commissioner Goins.

To the end that this object may be attained, your petitioner prays that he be made a party to said suit; that J.C. Jessee, surviving administrator of the estate of M.C. Parsons, deceased, ~~Elli~~ ~~Jessee, Eva Russell, Geo. W. Parsons, Rebecca Wampler, Wheeler P. Parsons and Bessie A. Parsons, the two last named being infants, Geo. W. Russell, administrator of the Estate of H. J. Russell, deceased, Bernice Russell, Catherine Russell, Bernard Russell and Pearl D. Russell, the four last named being infants,~~ be made party ^a ~~to~~ ^{yx} defendant to this petition; that ~~he~~ ^{he} be required to answer the same; that the said petition be treated as a cross-bill against the said defendant^x; that a decree be rendered listing said judgment against the estate of the said M.C. Parsons, deceased, and requiring it to be paid along with the other liens against said estate; and that full general relief be granted petitioner, and he will ever pray &c.

L. I. Hyatt for
Petitioner.

R. L. Pennington, Admr.
vs.

vs. In Chancery.

Russell & Jesse, Adms.
vs. et als.

Petition of L. J.
Yeary.

Filed in open court
and by leave thereof,
March 8th 1899.
A. B. Munsey Clerk

Virginia---Lee County, To-Wit:

To J. P. Hughes, Constable of said County.

I hereby command you to summon, J. C. Jesse & H. J. Russell Adms of M. C. Parson Est ~~and~~ it to be found in your District to appear at my office in said county, on the 26 day of Dec 1895 before me or such other Justice of said County, as may be there to try this warrant, to answer complaint of J. J. Zearry

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$69.87 due by acct, and then and there make return of this warrant.

Given under my hand the 19 day of Dec 1895.

J. P. Myers J. P.

J. J. Zearry On the 28 day of Dec 1895.
Against (In debt.)

J. C. Jesse & H. J. Russell At Penningsville in said County.
Adms of estate of M. C. Parson
JUDGMENT, That the Plaintiff recover of the Defendant \$18.87 with interest thereon from the

28 day of Dec 1895, till paid, and \$3.50 for costs

J. C. Nail J. P.

VIRGINIA—Lee County, To-wit: To _____ Coustable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of _____, in your county, you cause to be made the sum of \$ _____ with interest thereon from the _____ day of _____ 189 . till paid, which _____ has recovered before _____ warrant in debt, and also the sum of \$ _____ which were adjudged to the said _____ for costs in prosecuting said warrant.

Given under my hand the _____ day of _____ 189 .

J. P.

J J Geary
warrant
B J C Jester &
H J Russell

witness for self
Nathan Johnson +
Spence Geary +
Will. Headrick +
Jesse Burton +
John - - -

witness for defendant
James Pitt
Counsel by son

Galiey Hughes
C. L. C.

200
180
50
430

To the Hon W. M. Miller Judge of the Circuit.
Court for the les:-

The joint & separate answer of
Ellen Jesso, J. C. Jesso, Eva Russel,
N. J. Russell, and Geo M. Parsons to a
bill in chancery exhibited against
them in this court and others by
Abt L. Cunningham Administror of the Estate
of M. M. Cunningham dec'd:

For answer thereto respondents
say:

1st The addopt the answer in full
as theirs made by S. J. Russell &
J. C. Jesso as Administrors of
the estate of M. L. Parsons, as part of
their answer.

2nd It is true, as will be seen
by Plaintiff's exhibit "F" that your
respondents purchased the entire interest
of the widow F. E. Parsons & have paid
her in full.

3rd It is true that M. L. Parsons
in his life time on the 12th day of May
1892 conveyed to your respondent Ellen
Jesso the lands set out in exhibit "C" of
the Plaintiff's bill.

4th It is true that on the 12th day
of May, 1892 the said late M. L. Parsons
conveyed to your respondent Eva Russell,
ne Parsons, the lands set out & described
in exhibit "D" of Plaintiff's bill.

5th It is true that on the 12th day
of May 1892 the said late M. L. Parsons

conveyed to Ruben Parsons who is yet an infant, the land set out & described in exhibit "D," of Plaintiffs bill.

6th It is true that M. le Parsons in his life time on the 15th day of May 1872, conveyed to your respondent the "Elk Creek" lands, as set out in exhibit "A" of Plaintiffs bill; & that the said M. le Parsons afterwards made a contract to convey the same again to Henry Nicol, & your respondent admits that the said deed was as to the said Nicol void, because it had not been recorded; but your respondent the said Geo. M. Parsons claims that he will be entitled to the balance of the unpaid proceeds of said lands if Nicol should go on and complete & perform the conditions of his contract; but your respondents deny that said Nicol has ever paid one single cent under his contract & your respondent says that he is insolvent, and prays that the contract be annulled & set aside, & that a receiver be appointed until this can be legally done.

7th Your respondents say that it is true that there is a dispute that has arisen between the estate of J. S. Pennington concerning the Probate.

lands, but your respondents think
it better to settle that in that suit
& not expound it with this.

8th Your respondents say that the
deeds made as aforesaid are mere
provisions by the said M. C. Parson
for his children & they do not attempt
to set them up as against creditors
of the estate, but they pray that the
Said Property, the Patent Property, the
1165 acre tract, the 412 acre tract be first
sold & then such other tracts as may
be found unconveyed by the said M. C.
Parson in his lifetime, before resorting
to these lands conveyed as aforesaid.

And now having answered as
fully as your respondents know how,
they pray that exact justice be done, &
that they may recover their rights in
said estate.

J. J. Russell	} By Counsel.
E. A. Russell	
Ellen Jessen	
J. C. Jessen	
Geo. W. Parson	

N. Russell et al.
vs
3 Messrs
of
3 Hirs.

Robt. Munsey the Adm'r.

Filed in open Court and
by leave thereof March
the 7th 1896
A. B. Munsey Clerk

To the Hon. W. J. Miller Judge of
the Circuit Court at Lee County Va

The separate answer of A. L.
Pridemore, to a Bill filed against
him and others, in this Hon. Court
by R. L. Pennington admr et al.

Respondent for answer
says he was at one time the
holder by assignment of M.
S. Richmond of six notes of
\$1000.00 each executed by M. C.
Parsons to said Richmond, all
of which has been paid your
order except \$2000.00. \$500.00
of this last sum was paid your
order by the assignment to him
of notes amounting to that sum
on one John G. Newnan whose
bond was held by said Parsons.
The said Newnan then to pay
his notes assigned an equal amt
of notes & bond on one Wm R.
Johnson, on this bond your order
brought suit, and that suit was
consolidated with C. M. McClung's
suit & others and Johnsons land
sold to pay this & other debts
Johnson bought the land on which
the Newnan notes were liens
and M. C. Parsons became his
security for the payment thereof
but the sales would not pay all

Newman claim, but just the amt the
Saley will pay is not known to this
respondent. but he believes for the
residue that Newman will be
good & the amt due him on that
\$500. there realized.

Your respondent still holds two
of the Richmond notes. One due & pay-
able nine years after date and
dated March 26 1885, for \$1000.00
subject to a credit of \$576.66 paid
1894, as of the date the note fell due.
that is the \$16.66 was the interest then
due on said note so that the
payment would be \$500. as of the
day the note fell due.

The other note is for a like sum
of \$1000. due ten years after date
and of the same date, on which
there are no credits. The two
thousand dollars thus due him was
for the purchase price in part of
of the "Elk Knob" farm sold by
Richmond to Parsons, and for which
no conveyance has been made
the said Richmond retaining the same
as security, and by reason of which
your ~~other~~ respondent has a lien
or he is advised upon the Knob
farm mentioned in the plffs bill
as sold by M.C. Parsons to Henry
Pickens. And your respondent

believes that the interest of all concerned requires the appointment of a receiver to take charge of the rents & profits of said farm.

As Mr Richmond had not conveyed this farm until the time of his death the legal title thereto descended to S. B. H. Richmond, Elizabeth Ely wife of Alex. Ely Mary Smith, Jeannie Armstrong wife of Armstrong, Marion D. Richmond, Joshua E. Richmond and Minerva Richmond his children & heirs at law, the last three of whom are infants your orator is advised they should be made parties, unless the adults will convey which he understands they will. and said conveyance & that of the adults & infants filed as an escrow to be delivered when your respondent's claim is paid. The said Richmond left a widow at the time of his death and she is still living, but he is informed & believes it to be true that her full dower has been laid off in other land. But whether she should be made a party, or not Respondent is not fully advised. He avers however that he has a lien upon the Knob farm paramount and superior to all other claims for the amount of his said debt herein asserted. Respondent has also a small fee

of \$10⁰⁰ due him from said Parsons
 due by acct for professional servi-
 ces rendered for said Parsons, only a
 few weeks before his death in
 the preparation of an attachment of
 some \$250⁰⁰ against one George A.
 Murry which was never served or
 suit brought thereon although respond-
 ent prepared the same at the request
 of said Parsons - And having fully
 answered so far as he is advised it
 is material for him to, answer he prays
 to be dismissed with his costs.

A. L. Prolemere
 Respondent

P.S.
 A. L. Prolemere

Adm^r Answer.

R. L. Cunningham
~~Filed in open Court~~
~~and by leave thereof~~
 March 4th 1896
 A. W. Murry Clerk

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The separate demurrer and answer of Henry Nacoll to a bill of complaint exhibited against him and others in this honorable by R.L. Pennington, administrator of the estate of W.M. Pennington, deceased.

Respondent says that said bill is not sufficient in law, and he therefore demurs thereto, and prays judgment of his said demurrer, &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him, answering he says:

That on the 6th day of October 1894, he purchased from M.C. Parsons, what is known as the "Elk Knob" farm at the price of \$12000. The terms of said contract are fully set out in an article of agreement made and entered into between respondent and the said M.C. Parsons on the 6th day of October 1894, a copy of which is filed with complainant's bill marked "B".

Respondent will further show your honor that pursuant to the said contract he on the 28th day of December 1894 procured the Pocket Company to convey to the said M.C. Parsons the 1165 acre Mallet land. This deed was forwarded by the Pocket Company to your respondent to be delivered to the said M.C. Parsons, but before your respondent had the opportunity of delivering it, the said Parsons departed this life. And since his death respondent placed said deed in the hands of C.T. Duncan, one of his counsel, to be delivered to the administrators and heirs of the said M.C. Parsons, and he is informed by the said Duncan that he did tender said deed to the said administrators of the said Parsons, and that one of them started to the Clerk's Office to have it recorded, but afterwards returned it to ~~XXXX~~ the said C.T. Duncan, who returned it to your respondent, ~~and~~ who now has it, and is ready to deliver it to said parties, whenever they demand it. By further reference to said contract it will be seen that your respondent was to pay \$500.00 on said land on the 1st day of October 1895, \$1100.00 on the 1st day of December 1896, and to pay the residue in installments of \$1100.00 each on the 1st day of each succeeding december until

the full amount is paid, that he was to pay interest on said deferred payments at the rate of 3 % per annum; that this payment of interest was to be made in parturage, corn or money, if in money on the first day of December of each year, if in parturage, during the summer months of the next succeeding year, and if in corn in the month of December of each year, beginning December 1st 1895. It will be further noticed by an inspection of said agreement that the said Parsons agreed and bound himself to give a good and sufficient bond for the title of the property. This he has never done, further than said agreement which respondent supposes would be sufficient as a bond. And he further bound himself to execute a deed for said land with vendorslien reserved before December 1st 1896. This he has ~~never~~ never done. Nor was he then in a condition so to do, nor are his heirs in a condition now to make to respondent a deed for said land. Respondent is informed that the title to said ~~land~~ land is in the heirs of M.D.Richmond and that there is a balance of \$1500.00 or more of the purchase money which the said Parsons agreed to pay for said land now due and owing to Gen. Pridemore, to whom the said M.D.Richmond, in his lifetime, assigned the notes or bonds of the Parsons. In addition thereto respondent will now state to your honor that he sees by a deed which purports to be the deed of M.C.Parsons that the said M.C.Parsons, on the 1st day of May 1892, in consideration of natural love and affection, conveyed to his son, George W.Parsons, reserving a life estate therein without imputation of waste, the "Elk Knob" tract of land, being the same tract of land conveyed by Houston Peaty and wife to M.D.Richmond. This deed embraces the main part and perhaps all of the tract of land sold to respondent by the said M.C.Parsons. The deed was acknowledged on the day of its date but was never admitted to record until the 27th day of February 1895, which was some time after the sale was made to your respondent. And at that time to, wit; the time of his purchase he knew nothing whatever of the conveyance or attempted conveyance of the said land to the said ~~W~~ George W.Parsons.

Respondent will now further show unto your honor that he purchased said land in good faith with a full intention of complying therewith; but that he has never been able to fully ascertain from the administrators or the heirs of the said M.C. Parsons whether or not they intended to comply therewith, but has frequently heard by rumor that they did not. It is still respondent's intention to carry said contract into execution to pay the purchase money as it becomes due if he can have any assurance that it will be carried out by the said Parsons' heirs, as made by their ancestor.

Respondent denies most positively that he is insolvent. And he denies the right of the plaintiff or any one else to have a receiver appointed in said case. The only default that respondent has made is the failure to pay \$500.00 on the 1st day of October 1895, and that failure was caused by his inability to learn whether or not the Parsons' heirs intended to carry out the contract of their father. In fact he was led to believe from their failure to accept the deed of the Pocket Company that they did not intend, if they could avoid it, to carry out said sale. And further from the fact that they had failed and refused to remove the Richmond purchase money lien from said land. Respondent insists on his contract, and here avers his ability to comply with the same and his intention so to do.

And now having answered said bill as fully as it is material that he should answer, respondent prays to be hence dismissed with his costs &c.

Harry Nicoll
By Counsel

Duncan Hyatt
B. H. Sewell

R. L. Pennington Advr

13 $\frac{2}{3}$ Chancery

A. J. Russell et als.

Answer of Henry
Nicoll.

Duncan & Hyatt
and B. H. Sewell

To the Hon.H.A.W.Skeen,Judge of the Circuit court for Lee County:-

The answer of J.C.Jessee,Administrator of the estate of M.C. Parsons,deceased to a petition filed in this honorable court by W.J.Mileham,administra^tor of the estate of J.S.Burgan decd., in the ^hcancery cause of R.L.Pennington Admr. vs J.C.Jessee administrator et al.

For answer thereto respondent comes and says that it is true that R.L.Pennington Admr. ~~xxxxxxx~~ instituted his suit in ^hcancery, having for its object the settlement of the estate of M.C.Parsons, and in the course of preceeding had in the said suit there was a commissioner appointed to ascertain the debts due by the estate and ascertain the funds in the hands of the administrators, and if necessary to have certain of the lands of the said Parsons, to sell the lands for the payment of debts due by the estate. Your respondent furthur says that there is in the hands of the commissioner appointed in said cause for the sale of the land a small fund to be yet collected for the purchase price of land that was sold, and your respondent furthur says that there is and will come into his hands yet some money which has not been paid out.

Your respondent does not admit, but he denies, that there is any debt due ~~debts and~~ to the said W.J.Mileham, administrator as aforesaid, or that there is any liability on your respondent to said petitioner to pay any thing to him, for he alleges that the said notes sued *or any one in his presence and at his request* upon are not signed by the said M.C.Parsons, or by any one having competent authority to do so, that they were never delivered as the bond of the said M.C.Parsons *by* said Parsons, and were in fact never seen by the said Parsons, and *he* knew nothing of the execution of the said bonds so sued upon. But your respondent alleges that the said notes or bonds were executed by J.L.Pennington, and that M.C. Parsons name was signed to said bonds by said Pennington who had no authority to do so, and the said M.C.Parsons never did in law or fact execute the said bonds, either by himself or by another.

Your respondent will furthur represent and show unto your honor that on the 20th day of February, 1895, he and H.J.Russell qualified

as the administrators of the estate of the said M.C.Parsons deceased, and that some time afterward H.J.Russell departed this life, and by operation of law your respondent survived as the sole administrator of the estate of said Parsons, that the said petitioners did not undertake to collect said notes, nor did said Buragn in his life time from the date of their qualification to the 16th day of March, ~~188~~ 1900, (the date when said petitioner filed his petition in this cause), and never up to this date had process served upon your respondent, and therefore your ~~petitioners~~ respondent is advised that as more than five years have elapsed from the date of the qualification of said personal representatives the said petitioner is bared by the statute of limitations from setting up said claim, or making any demand against your respondent thereon. For your respondent is advised that no action can be maintained against any the personal representative of a dead persons in ~~an~~ case after the lapse of 5 years from the date of the qualification of the personal representative, if the right of action had accrued at the date of the qualification.

Your respondent would further represent and show unto your honor that the said notes sued on are paid, that they have been released and were released by the said J.S.Burgin in his life time, and that there was nothing due thereon at the date of the death of the said J.S.Burgin, a fact well settled by the fact that the said J.S.Burgin did not present the said claims for proof before the commissioner who took the account in the case above referred to.

And having answered fully the said petition as fully as he thinks it necessary for him to do so, he prays to be hence dismissed with his reasonable costs in this behalf expended.

Pennington Bros., Attys.,

✓ *J.T. Russell*
for J.C.Jessee, Admr. ~~at~~

Virginia:

Lee County, to wit:

I, A.B. Munsey clerk of the Circuit Court for Lee County do hereby certify that J.C. Jessee this day personally appeared before me and made oath that the representations and facts stated in the foregoing answer are true to the best of his knowledge and belief. Given under my hand this 8th day of June, 1900?x.

Clerk.

J. C. Jessee *Adm'r*

and *Munsey*

W. J. Milchom *Adm'r*

brock before the commission who took the account in the case that the said J.C. Burken did not present the said claims for Joseph at the said J.C. Burken's last well settled by the fact that there was nothing was shown at the date of the release and was released by the said J.C. Burken in his title and the said notes used on are held that they have been at the said Burken would further represent and show unto you the representative of the said J.C. Burken in the right of action and accounting

The personal representative of a dead person in his case after respondent is advised that no action can be maintained against or taking any demand against your respondent in town. For your to be paid by the estate of limitations from nothing by said claim. The limitation of said personal representatives the said defendant that as more than five years have elapsed from the date of the respondent and therefore your ~~representative~~ respondent is advised cannot and never up to this date had process served upon your and that the date when said defendant filed his petition in this case to collect said notes, nor did said Burken in his lifetime or at the date of said persons that the said defendant did not by operation of law your respondent survived as the sole administrator and that some time afterward H.C. himself departed this life, and as the administrator of the estate of the said H.C. persons deceased.

Virginia, Lee county; to wit:-

I, A.B. Munsey Clerk of the Circuit court for Lee County do hereby certify that J.C. Jessee this day personally appeared before me and made oath that the statements made in the foregoing answer so far as made upon his own knowledge are true, and so far as made upon information derived from ~~xxx~~ others he believes to be true. And the said J.C. Jessee further made oath that he believes that M. C. Parsons did not sign the said notes sued on nor were they signed, to the best of the affiant's belief, by any one legally authorized to do so.

A.B. Munsey Clerk.

secs. 3279 & 3282

J. L. Jesse Allen
advs 3/4 Allen.

W. J. Milchom adms

Filed in open Court and by
leave thereof. June 11th
1900. A. B. Munsey Clerk

Plffs Costs

Clerk	2.50	8.10
Atty	15.00	3.50
Mr. P.	.75	13.60
Corn. in Chy	3.00	2.00
witness	1.00	11.60
Shff	.80	
	<u>\$28.14</u>	

Defts Costs Clerk 1.05
Corn. in Chy 2.25
witnesses 1.00
to Clerk .50
Shff 20

R L P Shff. 50
for serving notice 50 \$5.50
\$5.50

Recd. 3200 & 3232

do do.

Clerk.

to the best of the affiant's belief, by any one legally authorized to
C. Persons did not sign to as a person sued on nor were they signed.
And the said J. C. Jesse Allen further made oath that he believes that
upon information derived from such others he believes to be true.
to set as made upon his own knowledge and facts, and so far as made
he and made oath that the statements made in the foregoing answer
hereto certify that J. C. Jesse Allen this day personally appeared before
I, A. B. Munsey Clerk of the Circuit Court for Lee County do
Virginia, Lee County: so Wf:-

To the honorable W.T. Miller judge of the Circuit

Court of Lee County Virginia:

The Demurrer and answer of George A. Crabtree to a petition filed in in the Cancery cause of R.L. Pennington Administrator &c. v. M.C. Parson's Administrators &c. als, to which this respondent is made a party.

Respondent says that he is advised that said petition is not sufficient in law to call upon him to answer in this honorable court, and he demurs to the same and prays judgement of his said demurrer.

And not waiving said demurrer but relying and insisting thereon, should other and further answer be required of him, answering he says, that it is true that R.L. Pennington filed his bill in this honorable court against J.C. Jesse and H.J. Russell administrators of the estate of M.C. Parsons deceased and others, the object of which was to marshal the assets of said estate, convene the creditors &c. It is further true that this respondent, among others, presented a claim against said estate which was allowed, and that when said claim was allowed it amounted to the sum of \$139.00. It is further true that this claim was at the time it was presented to said commissioner in the shape of a judgement which had previously been rendered by the circuit court of this county against John L. Pennington, M.C. Parsons, George Peters and James Carter on a forfeited forthcoming bond. This judgement was rendered at the June term 1894, of the circuit court of Lee county and was for the sum of \$305.87, with interest thereon from the 21st day of April 1894 and \$5.13 costs, which is more fully shown by a copy of said judgement, herewith filed marked "J.L.P." and asked to be treated as part of this answer. On this judgement the following payments, and none other were made, to wit, \$30.00 paid on the 20th day of November 1894, \$100.00 on the 15th day of December 1894 and \$70.00 on the 15th day of May 1895, and \$2.50, the Attorney's fee on the original judgement, the date of which payment is not known to this respondent. The balance of this judgement is still due and ^{and unpaid} justly owing to your respondent. It is true that respondent had an execution, and perhaps more than one, issued on said judgement. It is true that this execution was levied upon the property of John L. Pennington the principal debtor, but whether it was levied on property sufficient to pay said judgement respondent does not know. He however does not

believe that it ever was levied on property sufficient to pay said judgment and execution, and he calls for full proof of said allegation. It is likewise true as respondent has been informed that said property was advertised for sale, and respondent has been informed and supposes it to be true that said property was brought by the deputy sheriff to the Courthouse for the purpose of selling it. This may have been done more than once. But it is not true that a calculation was made in the presence and by the consent of this respondent, when a balance of only \$60.00 or \$65.00 was found due to him on said debt. No such calculation was ever made to his knowledge, nor does he see how such a result could ever have been possibly reached, because in addition to the \$200.00 of credits above mentioned, Mr. Pennington the principal debtor never claimed but a credit of \$30.00, and never at any time presented to this respondent, or the deputy sheriff, as he is informed, any evidence whatever that he was entitled to said credit of \$30.00.

Respondent says that it is not true that he ever at any time or under any circumstances proposed to John L. Pennington, the principal debtor, that if he would pay him \$30.00 he would release said property and take said Pennington for the balance of said debt. And it is not true that he ever received then or at any other time said \$30.00 or any other \$30.00 except the \$30.00 for which credit is given, which said sum was paid to him by his attorney B.H. Sewell. It is not true that respondent ever gave to M.R. Kirk, deputy sheriff, as he remembers, a writing authorizing or permitting him to release the property levied on, in any way impairing or intended to impair his right to collect said debt from said surties to said debt. But it is true that some time after said property was levied on, this respondent was informed by said Kirk that William Pennington or some one else was setting up claim to said property, and said Kirk demanded an indemnifying bond which respondent was unwilling to give and which the other parties interested did not give, and as the sheriff was unwilling to sell said property without a bond respondent may have directed said deputy sheriff

to release it, but if he did so, this direction was given in answer to said Kirk's demand of an indemnifying bond and for no other reason, and in no other way. So far as respondent knows neither Peters or Carter ever paid any attention to said execution or the levy made under it. Parsons did give the matter some attention, but it was always in the direction of securing a postponement of a sale of the property levied on. On two or more occasions when said property was advertised for sale, said Parsons came to respondent and his attorney and begged them to give more time, stating that the debt was good and well secured, and ~~ap~~ his earnest request, and upon his having Pennington to make partial payments respondent did agree to give further time. In fact no postponement of sale was ever made that was not made with the full knowledge of said Parsons and at his request.

Respondent says it is not true that the administrators of said Parsons could not by the use of ordinary diligence have obtained all the information that said Jesse now possesses in reference to said claim when it was pending before said Commissioner. Respondent is informed and believes it to be true that his Counsel called the attention of some of the Counsel of said administrators that he was going to present and that he had presented said claim to said Commissioner for allowance, and he is further informed and believes truly so, that A.M. Goins, Commissioner, while said claim was pending before him, called the ^{of said administrators} attention to the fact that said claim had been presented and called on them for their defence if they had any. It is true that H.J. Russell, one of the said administrators was shot at the time when said account was pending before the Commissioner, but this fact ought not to have lessened the vigilance of the other administrator of said estate, and he is advised that Commissioner Goins filed his report upon this claim in May 1897, and it was allowed to lay over without confirmation until November 1897, a time certainly sufficient to have enabled said administrators and their Counsel to have made full inquiries into the status of said claim.

Respondent most emphatically denies that he presented said

judgment with the intention to cheat and defraud said estate of M.C. Parsons or that he adroitly prosecuted said demand against a dead man to the injury of his estate or that of the living persons who were ~~joint~~ jointly bound with him. On the contrary thereof openly, boldly and with full notice to said administrators and their counsel ~~presented~~ presented and prosecuted his said claim to a decree in his favor. In this connection respondent desires to state that he presented his said judgment before the Commissioner who was directed to ascertain and report the lien indebtedness of John L. Pennington in the Chancery cause of the Greer Machinery Company Vs. J.D. Pennington and others, that proof was taken on said claim, that the said J.L. Pennington was examined as a witness on his own behalf, proved the credits which are given on said judgment and further stated that he thought he was entitled to another credit of \$30.00 and that if he could ascertain or find evidence showing that he was entitled to said credit he would file it before said Commissioner and claim it. B.L. Pennington one of the counsel of Parson's administrators was present when this occurred, heard said Pennington testify and was there and then informed by B.H. Sewell respondent's attorney, that he was going then to present it to A.M. Goins Commissioner and ask it to be allowed to him against the estate of M.C. Parsons deceased.

Respondent now having answered said petition as fully as he is advised it is material or necessary for him to answer it, and here expressly denying every allegation in said petition not hereinbefore either admitted or denied he prays to be hence dismissed. *He will ever pray etc.*

C. J. Duncan,

*B. H. Sewell,
att'y for Respondent,*

George A. Grakke,
Atty. General
of the State.

J. C. Jesse Shurtz,

Filed May 3^d 1899.

R. A. Pennington Accr. Complainant

vs.

In Chancery

J. C. Jones Accr. & al Defendants

This cause came on this day to be heard upon the papers formerly read therein & the report of Special Commissioner R. A. Pennington, ^{filed June 8, 1901} showing disbursement of the funds that have come to his hands as court & that Dr M. B. Spencer is entitled to a deed for the property purchased by him in this cause & was argued by counsel:

On consideration of all which said report of said R. A. Pennington is hereby approved & confirmed & he is relieved of his liability on the bond executed by him in this cause. And it is adjudged order & decreed that R. A. Pennington who is hereby appointed a special Commissioner for the purpose do make, execute & deliver to M. B. Spencer a good & sufficient deed with covenants of Special warranty conveying to the said Spencer the land purchased by him in this cause; And it is adjourned to the court that said R. A.

Pennington has made & executed the
and directed heretofore to be executed
to M. B. Spenser and the same being
unaccepted to is hereby approved and
confirmed, which deed the said
R. H. Pennington will deliver
to said M. B. Spenser.

And it appearing to the court
that the Adverses of the estate of
M. L. Parsons have made several
settlements of this account in this
court before A. M. Gains Spec. Comr.
which have not been ordered to
be recorded, it is therefore adjudged
ordered & decreed that the Clerk
of this court transmit to the
Clerk of the County Court for
the County said settlements for recording
in said court together with
a copy of this decree, which refers
on as follows; Report of A. M. Gains
Spec. Comr. filed Oct. 10, 1896, together
with the "Statements" filed therewith;
Report of A. M. Gains Spec. Comr.
filed May 26, 1898 & Statements filed
therewith; & Report of A. M. Gains
Spec. Comr. filed Feb. 23, 1900. &
Statements filed therewith; the end of

which the Admin^r of said estate
will pay out of the funds of
the estate.

And it appearing to the Court that
the Creditors of the estate have been
settled & that it would be expensive
to keep this case on the docket
Merely for the future settlement of the
surviving Admin^r of said estate, it
is adjudged ordered & decreed that
said Admin^r make his future
settlements before the Court of Sessions
of the County Court for Lee County
& there being nothing further to
be done in this the same
is stricken from the docket.

P. A. Duncanson Allen.
D. Allen final
J. C. Jones Allen & Co
Entered our COB
Note P. 586.

Entered this June 8
1904.

Hawthorn

R.L.Pennington admr. &c.)

Vs.)

J.C.Jessee admr. &c.)

and

W.J.Mileham, admr. &c. }

vs. }

Same.

In chancery.

On Petition.

These causes came on again this day to be further heard on the papers heretofore read in each of them and depositions taken since the last term of this Court on said petition, and was argued by counsel. On consideration of all of which it is adjudged ordered and decreed that the plaintiff recover of J.C.Jessee, administrator of M.C.Parsons, deceased, out of any funds of his decedent in his hands unadministered, the sum of **Nine Hundred and Two Dollars (\$902.00)** with interest on **Four Hundred and Fifty-One Dollars (\$451.00)** part thereof from the 30th day of March, 1889, till paid, and like interest on **Four Hundred and Fifty-One Dollars**, the residue thereof, from the 29th day of March 1890 till paid, and the costs of this petition, subject to the following credits, to-wit, One Hundred and seventy-eight Dollars ⁽¹²⁾ **(\$178.00)** paid July 1st, 1889; Fifty Dollars ⁽³⁾ **(\$50.00)** paid August 1st 1889; Sixty Dollars ⁽⁴⁾ **(\$60.00)** paid September 1st, 1889; Twenty-Five Dollars ⁽¹⁵⁾ **(\$25.00)** paid September 30th, 1889; ~~*****~~ Fifty Dollars ⁽⁶⁾ **(\$50.00)** paid December 10th, 1889; Twenty Dollars ⁽⁷⁾ **(\$20.00)** paid May the 5th, 1890; Forty Dollars ⁽⁸⁾ **(\$40.00)** paid January the 12th, 1891; Forty-Five Dollars ⁽⁹⁾ **(\$45.00)** paid May the 10th, 1891; Twenty-Five Dollars paid as of July 1st, 1891; Two Dollars **(\$2.00)** as of April 1st, 1891; Five Dollars, **(\$5.00)** April 1st, 1891; Twenty-Five Dollars **(\$25.00)** paid June the 14th, 1894; Three Hundred Dollars **(\$300.00)** paid September the 20th 1894; and Sixty-six Dollars ⁽¹¹⁾ for trees not taken to be taken off as of the date when said first note became due, to-wit, March 30th, 1889; and execution may issue for the same against said administrator, J.C.Jessee. And these causes are continued.

R. L. Punnington adur.
vs. } In Chy.
J. C. Jesse adur. &
and
W. J. Milcham adur.
vs. } On Petition
J. C. Jesse adur.
Entered on C. C. B.
No 6. P. 570


Enter this Decree
March 7, 1901.
N. A. W. B. C.

R. L. Pennington Advers. &c. Complainant
vs. In Chancery

J. C. Jones Advers. &c. it &c. Defendants

This cause came on this day
to be heard upon the papers formerly read
therein & petition H. J. Melikne Advers.
&c. against J. C. Jones Advers. &c. & motion
of counsel ^{for leave} to amend said petition, which
was granted, & the motion of counsel for
the defendant in said petition for leave
to file a plea which was allowed,
and said petition being amended at bar &
said plea filed & general replication to
plea, this cause is continued.

P. S. Remyton Alder

25.  Decree

J. C. Jones Alder

Entered on Chy. O. B.
No. 6. P. 45-1.

Entered this Nov
18 1900.

H. A. W. Shun

R. L. Pennington Admr. &c.

Comptt.

vs. ³ J. C. Jasse

J. C. Jasse Admr. &c.

Defendant.

This cause came on this day to be heard upon the papers formerly read therein, the petition of W. J. Miskim Admr. &c. vs. J. C. Jasse Admr. to which J. C. Jasse by his atty appeared & sworn, as to said petition, and asked leave to file his answer which was permitted, to which said petitioner replied generally, & the said cause further coming on to be heard upon the rule awarded, ^{vs. M. B. Spencer & A. M. Goring} the last term of the court, to show cause if any they can why personal judgment may not be rendered against them for the amount of purchase money due by M. B. Spencer, to which said rule the defendant M. B. Spencer ^{appeared &c.} his answer to said rule in writing to which the answer of M. C. Parron & Co. by his counsel objected in writing. & said was argued by counsel, an consideration of all which the court doth adjudge order & decree that said ~~cause R. L. Pennington~~ ^{com} ~~recovery of the said A. M. Goring~~ ^{com} exceptions to said answer be & the same are hereby sustained, & that R. L. Pennington Comr. recover of the said

A. M. Davis & M. B. Spencer the sum of
\$70⁰⁰ with interest thereon from the
19th day of December, 1898, ^{date of judgment} on which
said judgment execution may issue
And this case is continued.

R. A. Pennypacker Allen
vs. ^{Dr.} ~~Dr.~~ Dr. Cheney
Jefferson Ill. Defes.
Entered on C. O. B. No. 6
p 411.

Enter this
June 11, 1900
H. A. Washburn

R. L. Pennington, Admr re

vs. $\frac{3}{2}$ In Chy.

J. C. Jesse, Admr re et als.

This cause came on again this day to be heard upon the papers formerly read, The petition of Daniel Hall filed at the last term of this court by leave thereof, which petition had been regularly matriculated at rules by the pet-
^{& the Report of R. L. Pennington before filing the petition} titioners, and was argued by counsel. On consideration thereof, it is adjudged, ordered and decreed that said petition be taken for confessed; and that the said Daniel Hall, pursuant to the prayer of said petition, recover from the said J. C. Jesse, as administrator of the Estate of M. C. Parsons, deceased, the sum of twenty dollars and twenty-four cents (\$20.24) with interest thereon from the 1st day of March, 1896, until payment, and the costs of said petition to be taxed by the Clerk of this court for which ready execution may ^{issue} against said Admr. and levied on any estate of the said M. C. Parsons, deceased, in his hands.

& it appearing to the court ~~that~~ from the said Report of R. L. Pennington that the petitioner M. B. Spencer has failed to pay the first note executed by him & now due, & rule is hereby awarded ^{returnable to next term of the court} a ~~good~~ ^{good} said M. B. Spencer, ^{& A. M. Spring} to show cause if any he can why said property so purchased by him may not be resold & a personal judgment rendered

against him & A. M. Goins, his surety, for said
purchaser money due by them, & a copy of
this rule is hereby directed to be made out by
the Clerk of this Court for each of said parties
& placed in the hands of the Sheriff of the County
for execution on them.

On the motion of W. J. Milham administrator
of the Estate of J. S. Burgin deceased,
leave is hereby granted him to file his
petition in this Cause, which said petition
is accordingly filed, and process is
directed to be issued ^{said petition against} on said J. C. Jones
about ~~of~~ said Persons deceased ~~and~~ said petition
to be matured at rules - and this Cause is
continued.

P. J. Milham Administrator

do. my attorney

J. C. Jones decd.

Entered on July 21st
No 6 Page 380

Enter this Month 16th
1900 -
H. A. W. Storer

Robert H. Pennington Admr. Comptrolleur
v.s. In Chancery.

J. C. Jesse, Admr. et al. Defendant

This cause came on this day to be heard upon the papers formerly read therein & the report of Special Comr. R. H. Pennington filed herein on the 24th day of Feb'y, 1899, & the Petition of Geo. H. Peters and others v.s. Geo. A. Crother, and the petition of ^{to which the said J. C. Jesse appeared by his attorney,} J. C. Jesse filed herein by leave of Court, and ~~there~~ ~~was~~ offer of J. H. Myers with ²notes for \$112.50 & \$20 each paid said Comr. Pennington, to pay \$240.⁰⁰ for the lot of lands reported to have been bid on by J. H. Myers & J. C. Joslyn, & was argued by counsel.

Upon consideration of all which the sales made to M. B. Spencer of the Jourdville property & the sale made to J. H. Corraux of the Pocket lands, as reported in said Pennington's report is hereby confirmed, and the sale reported to J. C. Joslyn is refused, and the said R. H. Pennington will again advertise said lands for sale

known as the Bush 34 over tract-
on the same time & terms, as
heretofore directed and sold the
bidlings at \$2.45 on the bid of
J. H. Myers, and he will report
his action hereunder at the
next term of the court.

And it is further adjudged
ordered & decreed that the decree
heretofore rendered in this cause
authorizing the Adm'r. of M. C.
Parsons' estate to discount the
lost ~~\$~~ due by Henry Nicol, be
modified so as to allow said
Adm'r. to discount the lost 2
en statements due by him so
that such discount shall not
exceed 10% per annum for the time
it has to run.

And it is ordered that J. F.
Gunn be allowed to restore his
petitioner's fees of \$100.00
received of the said J. C. Jones Adm'r. of the estate
of M. C. Parsons the sum of \$ with
interest thereon from the day of
189- & \$ costs, there being no
defense to said petition. And the petition

of Geo. W. Peters et al is dismissed
at its petitioner's costs, except no
attys fee is to be taxed thereon.
And J. C. Jesse's return, presenting
his petition and being argued by
Counsel is permitted to be filed
for a re-hearing of the judgment
set out in said petition - and the
said levett's by attorney ap-
pearing thereto, have leave to
file their answer at or before
the first May rule; and no pro-
ceeds need issue.

And this case is continued.

P. A. Pennington
no. } same
J. L. Jones et al.

Gen. C. O. B. No 6 p 276
+ 277.

Entered this
March 11, 1849

M 214

George W. Peters and another
vs-

George A. Crabtree

This petition came on
this day to be heard upon said
petition and the appearance of the
defendant George A. Crabtree and
his demurrer to said petition ~~then~~
wherein demurrer the petitioners
joined and the same was argued
by counsel. On consideration
of which said demurrer is sustain-
ed and it is adjudged ordered
and decreed that said Petition be
~~dismissed~~ and the same is dismis-
ed and it is further adjudged ordered
and decreed that said ~~petitioners~~
pay to said Defendant George A.
Crabtree the costs in ~~support~~ ^{except no atty. fees, to be taxed} pay him
in and about his said defence in
this behalf expended for which
execution may issue.

Geo Geo W. Petrus ^{itae}

75th 3rd Decr

Geo A. Lerobtrus

Extra this

W. J. H.

Nov 10th 1899

George W. Pater et al
against } on Petition
George A. Crabtree }
on its motion
of petitioners leave is granted
them to file their petition, and
the same is accordingly filed
in the Cause of Robert L. Pennington
admr, against J. M. C. Parsony admr
and process may issue thereon.
And said petition is continued -

George W. Peters

25
I decree

Qua A. le rabtree

Nov. 7 1898.

Enclos. 6p. 196.

Enter this
Nov 14th 1898
N. J. M.

Robt L. Huntington Admr. re. Complainant

v.s.

Geo Chouery

Russell & Jesse Admr. exrs

Defendants.

This case came on this
to be heard upon the papers formerly
read therein & the report of Specimen
Commissioner A. M. Gaines filed
therein on the 24th day of May
1897, to which there were no exceptions
to the motion of J. M. Orr ^{of} counsel for
Kinod Patent suggesting that the claims
of said Patent & probably others had
not as yet been reported, and was
argued by counsel; upon consideration
of all which, the report of the
said A. M. Gaines is hereby confirmed,
and it is adjudged ordered and
decreed that G. C. Brothers recover of the
said Russell & Jesse Admr. of the
estate of M. C. Parsons the sum of \$139.69
with interest on \$119 $\frac{68}{100}$ per cent thereof from
7th day of June 1897, till paid; and that Geo
H. Zion recover of the said Russell & Jesse
admr. re. the sum of \$77.05 with interest
on \$19.00 per cent thereof from the 7th day of
June 1897, till paid; that B. F. Thompson
recover of the said Russell & Jesse Admr.
re. the sum of \$51⁰⁰; and that Geo ~~Thompson~~
~~Thompson~~ recover the sum of \$6⁸⁷ with interest

and \$6⁰⁰ paid therefrom the 7th day of
June 1897, the said; and it is further
adjudged ordered and decreed that A. M.
Gains ~~shall~~ after having given the said
Adams, Russell & Jesse 5 days notice
~~to be at~~ & after posting notice of his sitting
for at least 15 days at the front door of the
Court House of Lehigh, will take and
ascertain an account & report to the Court
any other valid claims against the estate of
the said M. C. Parsons, & he will also
make an other settlement of the account of
said Russell & Jesse Adams, taking up the
~~the~~ account where last reported, charging
them with such sums as they have since
received & giving them credit for such
sums as they have properly paid out, &
he will report any other matters decreed
pertinent by himself to the proper settlement
of the said estate.

And it is further appearing to the
Court that there are some large
debts due to the estate which are not due
for some time, to wit, a debt due by
Henry Nicols, R. H. Loege and J. H. Broome
respectively, it is further adjudged, ordered
& decreed that the said Adams, Russell
& Jesse ^{may} ~~will~~ & make sale of the said debts

subject to the confirmation
are the best terms they can, & report the
sole thing to the next term of this court.
& this course is continued.

Robt. L. Huntington
M.D.

20. 3 Decr

Russell & Jesse Adams

Eu. C. O. B. No. 6 p. 91.

Celeb. this Nov. 10, 1894

M. F. M.

R.L. Pennington, Admr.

Complainant,

vs.

In Chancery,

Russell and Jessee, Admrs? et al

Defendants.

This case came on this day to be again heard upon the papers formerly read therein and the report of Special Commissioner R.L. Pennington, upon the report of a deed made to H.J. Russell and J.C. Jessee, and was argued by counsel. On Consideration of all which and form reasons appearing to the court and the said report being unexcepted to, it is adjudged, ordered and decreed that the same be confirmed, and the clerk of this court will deliver to the said H.J. Russell and J.C. Jessee, the said deed and the said H.J. Russell and J.C. Jessee, will pay to the said R.L. Pennington the sum of \$5.00, for the making of the said deed, and the cause is continued.

D. H. Huntington & Co. Mr.

1
Mr. Dean.

Huntington & Co.

=====

En. C. O. B. page 559.

Enter this Nov. 8

1897- W. H. M.

R. L. Pennington, Admr.

Complainant,

vs.

In Chancery,

Russell and Jessee, Adms, et al,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of Commissioner R. L. Pennington, on *filed on the 18th of Feb'y 1877.* report of the sale of land, and the petitions of G. W. Zion and B. F. Thompson, and was argued by Counsel on consideration of all which and for reasons appearing to the court, and the said report being unexcepted to, the same is hereby confirmed, and the said sale reported therein to H. J. Russell and ~~J. C. Jessee~~ J. C. Jessee, is hereby confirmed; that R. L. Pennington, who is hereby appointed a special commissioner for the purpose, will make and execute to the said Russell and Jessee, it appearing to the court that they have paid the whole of the purchase money, a deed with covenants of special warranty, and report his action to court at a future day of this term.

and the said petitions of G. W. Zion + B. F. Thompson are allowed to be filed, the plaintiff + the administrators Russell + Jessee by counsel appear to each of said petitions + waive the service of process, + it appearing that it is proper to recommit this cause to the Commissioner herein to make further report, it is adjudged, ordered + decreed that A. M. Gains special commr herein shall report his account and hear evidence + make report to a future term of this court on the claims set up by said petitioners + on any other claims against the estate of the decedent, M. C. Parsons, that may be brought before him, not heretofore considered or reported on by him. Before sitting he shall give notice of the time + place of his sitting by giving at least ten days written notice to the parties to this suit + to said petitioners or their attorneys + by posting a notice for at least 70 days one of which shall be a court day, at the front door of the court house - and this cause is continued #

until the coming in of the report of deed.

R. L. Pennington adms
vs
Russell Jesse adms { In lby

This cause came on this day
to be heard upon a report of Special
Commr A. M. Gousser dated May 16
1896, submitting to the Court an
enquiry of whether or not when
a creditor of a deceased person sub-
mits to a Court an acct against
the estate of such deceased party
he can be required by such Court
on the request of Counsel for such
deceased persons estate, to make an
affidavit to the justice of such
account & furnish a list of all
Credits thereon & was agreed by
Counsel

Upon consideration whereof
the Court is of opinion that
such creditor is an incompetent
witness & must prove his acct
by competent evidence

If after he has proved it the
representatives of the estate think
it is subject to credits which they
are unable to prove by anyone

except the adverse party. they have
a right to put him on the
stand as a witness. pursuant
to the statute examine him
under the rules of Cross exam-
ination, but when he is so
examined he becomes a com-
petent witness

R. L. Pennington

Esq. Dece

Russell & Associates

D. B. P. 395-

Ex-
M. J. M.

June 2nd 1896

R.L. Pennington, Admr.Complainant,

vs.

In Chancery.

H.J. Russell, et al,Defendants.

This cause came on this day to be heard upon the bill of the Complainants and exhibits filed therewith, and answer of A.B. Loney Guardian ad litem for Rebecca Parsons, Wheeler P. Parsons and the unnamed child of M.C. Parsons, and leave is granted A.L. Pridemore to file his separate answer, and Russell and Jesse Administrators, leave to file their answer, and Eva Russell and H.J. Russell, J.C. Jesse and Ellen Lessee and George W. Parsons, to file their answer, and Henry Nicol is granted leave to file *to all of which the Plaintiff replies generally* his separate answer and demurrer, and was argued by counsel.

On Consideration of all which and for reasons appearing to the court it is adjudged ordered and decreed that the demurrer of the said Henry Nicol be overruled; and an account being necessary, that A.M. Coins, who is hereby appointed a special Commissioner for the purpose, will after giving notice to the attorneys of the parties before the court, and by written posters at the front door of the court house, shall take state and audit the account of the administrators of the estate of the late M.C. Parsons, charging them with all moneys that came or should have come into their hands, and giving them credit for all proper disbursements, and ascertain what ballance is still in their hands. He will also report the condition of the real estate set out in the Plaintiff's bill, whether there are any specific liens against any of it, to whom due, and how much; he will also ascertain the indebtedness of the said Parsons ~~xxxxisxxkixxxx~~ at the date of his death; and he will sit for the purpose of hearing proff and ~~xxx~~ auditing claims against the estate, and where a claim is presented him about which there is a controversy, and either party demanding it, the said commissioner will

report the evidence to the court upon which he allows or dis-
allows the claim; and he will report any other matter deemed
pertinent by himself or especihly required by any pa ty in
interest. *And this process is continued.*

22.50
 11.50
 40.00
 6.45-
 .25-
 35-
 41
 20
 67
 20
 4.00
 30
 35-
 300

Robert Cunningham

W. J. Secus

N. J. Russett & Co

C. P. 387

Enter this
 M. J. M.
 March 9, 1846

R.L.Pennington, Admr.

Complainant,

vs.

In Chancery,

Russell and Jesse, Admrs., et al.,

Defendants.

This cause came on this the 11th day of November to be heard upon the papers formerly read therein and the report of Special Commissioner ^{A.M. Gaine} filed ~~therein~~ on the 10th day of October, 1896, and was argued by counsel. On consideration of all which and for reasons appearing to the court it is adjudged ordered and decreed that the said report (the same being unexcepted to) be confirmed, and that of H.J. Russell and J.C. Jesse, administrators of the estate of M.C. Parsons, deceased, J.A.G. Hyatt, Guardian, recover the sum of \$1839.54, with interest from the 12 June, 1896; that C.E. Johnson, Rec. ~~asent~~ ^{asent} *on the sum of* \$1519.03, with interest thereon from the 29th day of July, 1896, and which may be discharged to the extent of any notes bonds or obligation which the said administrators may hold against the said C.E. Johnston by the delivery of the same to him, the said Johnston; that S.V.F. Richmond, recover the sum of \$17.40, with interest thereon from the 1st day of Jan. 1896; that R.L. Pennington, administrator, recover the sum of \$197.14, with interest thereon from the 29th day of Jan. 1894; that R.L. Pennington, recover the sum of \$5.00 with interest thereon from the 13th day of Nov. 1894; that Mastin Collier recover the sum of \$288.15, with interest on \$90. part thereof from the 1st day of August, 1890, and on \$150.00, another part thereof, ~~from~~ from 2nd day of April, 1890, and interest on \$48.15, and ^{the residue} ~~other part~~ thereof from the 9th day of Nove. 1891; that J.O. Gibson and Co. recover the sum of \$28.15, with interest thereon from the 17th day of February, 1895; that Couk and Orr recover the sum of \$12.81, with interest thereon from the 17th day of December, 1894; that W.S. Hurst recover the \$15.00, with interest thereon from the 24th day of Jan. 1895; that Duncan and Hyatt, assignees of Daniel Hall, recover the sum of \$50.00 with interest thereon from the 1st day of March, 1896; that Daniel Hall for the benefit of the

officers of the Circuit Court for Lee County, for costs accrued in the case of Daniel Hall Vs. Russell and Jessee, admrs. et al, recover the sum of \$62.28; that J.M. Daugherty recover the sum of \$20.24, with interest thereon from the 1st day of March, 1896; that H.D.G. Blair, recover the sum of \$446.03, with interest thereon from the 23rd day of March, 1896; that W.M. Smith recover the sum of \$446.03, with interest thereon from the 23rd day of March, 1896; that W.A. Parsons recover the sum of \$315. with interest thereon from the 1st day of January, 1895, subject to a credit paid Jan. 20th 1896 of \$3.00, and also the sum of \$33.27 without interest, (which was the cost recovered in the chancery cause of W.A. Parsons vs Russell and Jessee, Admrs. et al); that B. F. Couk recover the sum of \$2.00 with interest thereon from the 18th day of Dec. 1894; that D.H. Howard recover the sum of \$6.00 with interest thereon from the 10th day of Feby. 1896; that J. F. Witt, for the benefit of H.J. Russell recover the sum of \$4.00, with interest thereon from the 22nd day of March, 1895; that E.G. Parsons, for the benefit of H.J. Russell recover the sum of 1.00, with interest thereon from the 1st day of Nov., 1894; that J. H. Graham, for the benefit of J. F. Witt, recover the sum of \$25.00 with interest thereon from the 1st day of Jany. 1895; that Mollie Flanary recover the sum of \$200.00 with interest on \$125.00 part thereof, from the 23rd day of Feby. 1893, and on \$75.00 another part thereof from the 6th day of May, 1890, subject to a credit of \$3.00 paid ~~paid~~ April, 16th, 1894; that J. F. Witt, for the benefit of H.J. Russell recover the sum of \$6.00 with interest thereon from the 1st day of Feby. 1895; that C.E. Johnson recover the sum of \$13.90, with interest thereon from the 15th day of Dec. 1894; that J. F. Witt, for the benefit of H.J. Russell recover the sum of \$26.00 with interest thereon from the 1st day of Jan. 1895; that Francis Slagle, assignee of H. T. Ferguson, who was the assignee of J. L. Pennington, who was the assignee of M. C. Parsons of the

Phoebie Flanary note on A.M. Brown, Residue \$287.84 with interest thereon from the 19th day of Feby, 1894;

that Johnson Jesse recover the sum of \$52.50, with interest thereon from the 1st day of Jan. 1896; that C.A. Russell recover the sum of \$1.00 with interest thereon from the 14th day of Feby. 1895; that C.F. Elliott recover the sum of \$6.00 with interest thereon from the 2nd day of Sept. 1894; that J.E. Parsons recover the sum of \$43.35, with interest thereon from the 16th day of July, 1895; that R.J. Wood and Sons recover the sum of \$266.51, with interest on \$76.59, part thereof from the 1st day of March, 1895, and on \$50.00 another part thereof from the 5th day of April, 1895, and on \$139.92, the remainder thereof from the 17th day of Feby. 1895;; that J.A.G. Hyatt recover the sum of \$32.98, without interest; that J.S. Garrison recover the sum of \$60.69, with interest thereon from the 26th day of Aug. 1896; that William G. Nicol, assignee of A.L. Pride-more recover the sum of \$1516.50, with interest on \$1000.00 from the 26th day of March, 1895, & on \$516.50, the residue thereof from the 15th day of October, 1894, subject to a credit of \$834.00, paid July, 10th, 1896 (which said payment was ~~was~~ made by the 1st installment and interest due on the Henry Nicol contract for the Knob Farm) that H.J. Morgan, assignee of J.B. Sells, recover the sum of \$24.00 with interest thereon from the 1st day of October, 1895; that J.F. Witt recover the sum of \$196.95, with interest thereon from the 15th day of June, 1895; that J.J.C. Flanary recover the sum of \$2.45, with interest from June 21, 1894; and that Orr, Blankins hip and Ewing, assignee of W.F. Hobbs, recover the sum of \$53.94, with interest on \$18.00 part thereof from the 31st day of Dec. 1893.

It is further adjudged ordered and decreed that the claim of R.L. Pennington Commissioner for \$809.36, subject to certain credits, be passed without prejudice to his rights untill it is ascertain-

what the W. R. Johnston land will pay upon the said claim; that the claim of W. A. Parsons is hereby declared a first lien upon the 412 acre tract in the pocket; and the said claim of William G. Nicol is hereby declared a first lien upon the Knob farm or the first proceeds realized out of the Henry Nicol contract; and that the claims of W. M. Smith and H. D. G. Blair a second lien upon the Knob place or upon the proceeds realized out of the Henry Nicol contract. It is further adjudged ordered and decreed that the said debts of J. A. G. Hyatt, guardian and C. E. Johnston ^{Receiver} be paid by the said administrators out of the first funds of the estate that are collected except the first funds arising from the Knob farm and the 412 acre tract, *& except the cost of this suit and said costs and all recoveries hereunder* which are to be paid as aforesaid. It is further adjudged ordered and decreed that (unless the debt of W. A. Parsons be paid within 30 days from the date of this decree) R. L. Pennington, who is hereby appointed a Special Commissioner for the purpose, will, after having advertised the time, terms and place of sale for 30 days by written or printed notices posted at at least three public places *or enough thereof to pay the said debt & costs* in the said county, sell said tract of land at the front door of the court house on some court day at public outcry to the highest for enough cash in hand to pay ~~the~~ cost of the sale and \$32.27, the cost accrued in the said cause of W. A. Parsons vs. Russell and Jesse, Adms. et al., and for the residue of the said sale he will divide in three equal payments due in one two and three years, and require of the purchaser good bonds with security; and report his action to the next term of the court; but before entering upon the duties required of him in this decree the said Pennington will execute bond before the clerk of this court in the penal sum of \$1000⁰⁰, conditioned as the law requires. And it further appearing to the court that there are considerable indebtedness due the estate of M. C. Parsons ~~the~~ ^{which} according to the terms of the several contracts will not fall due for a very long time, to-wit the

are to be paid out of the funds of said estate as collected

Henry Nicol debt, the R. H. Sage debts, the H. B. Graham debts, the said Russell and Jossee, administrators of the said decedent, are hereby directed to ascertain and report how much can be realized out of the said indebtedness cash, and report their action to the next term of this court. And it is further adjudged ordered and decreed that the said administrators be allowed ~~\$xx~~ 10% commission upon their account with the said estate as shown by the said report of the said Commissioner A. M. Goins. And J. L. Pennington, having withdrawn his claim, the same having been settled by a decree in another cause, said Pennington will pay all costs incurred by him in the prosecution of said claim in this case.

It is further adjudged ordered and decreed that the said administrators of the said estate will will pay the cost of this suit out of the first money collected by them for the said estate and the cause is continued.

June 17. 1895 - 20

P. L. Huntington Admr.

no. 7 from

Success of the Admrs. etc

~~~~~

Entered in City O. R.  
No. 10 p 496. 7th,

Enter this Nov. 11, 1896

M. F. M.



Virginia

At a circuit court continued and held  
for Lee County at the court house thereof  
on Saturday June 8<sup>th</sup> 1901.

R. L. Pennington admr.

Plff

vs

J. C. Jessee et al.

Def<sup>t</sup>s

In Chy.

This cause came on this day to be heard  
upon the papers formerly read therein & the  
report of Special Comr. R. L. Pennington filed  
June the 8<sup>th</sup> 1901 showing disbursements of  
the funds that have come into his hands  
as Comr. and that Dr. M. B. Spencer is entitled  
to a deed for the property purchased by  
him in this cause and was argued by  
counsel. On consideration of all which and  
said report of said R. L. Pennington is hereby  
approved and confirmed and he is relieved  
of his liability on the bond executed by him  
in the cause. It is adjudged ordered and  
decreed that R. L. Pennington who is here  
by appointed a Special Commissioner for the  
purpose do make and execute and deliver to  
M. B. Spencer a good and sufficient deed  
with covenants of Special warranty conveying  
to said Spencer the land purchased by him  
in this cause and it appearing to the Court  
that said R. L. Pennington has made and  
executed a deed directed herein before to be



executed to said M.B. Spencer and the same being unexcepted to is hereby approved and confirmed which deed the said R.D. Pennington made to said M.B. Spencer. And it appearing to the court that the administrators of the estate of M. C. Parsons have made several settlements of their account in this cause before A. M. Goins Special Comr. which have not been ordered to be recorded. It is therefore adjudged, ordered<sup>and</sup> decreed that the Clerk of this court transmit to the Clerk of the county court for Lee County said settlements for recordation in said court together with a copy of this decree which reports are as follows; Report of A. M. Goins Special Comr. filed Oct. 10<sup>th</sup> 1896 and statements filed therewith; Report of A. M. Goins Special Comr. filed May 26<sup>th</sup> 1898 and report of A. M. Goins Special Comr. filed Feb. 23<sup>rd</sup> 1900 and statements filed therewith the last of which the administrators of said estate will pay out of the funds of the estate. And it appearing to the court that the creditors of the estate have been settled and that it would be expensive to keep this cause on the docket merely for the future settlement of the surviving administrator of said real estate. It is adjudged, ordered<sup>and</sup>



decreed that said Admr. make his  
future settlements before the Cour. of  
Acts of the county court of Lee County of  
Lee County and there being nothing fur-  
ther to be done in this cause the same  
is stricken from the docket.

A Copy

Teste; A.B. Munsey Clerk.

Virginia, Lee County, to-wit;

In the office of the Clerk of  
the County Court for said County  
the <sup>19 day of March 1903 the</sup> foregoing settlements and re-  
ports was presented and admitted  
to record.



R. L. Pennington Admr.  
vs. } Copy of decree.

J. C. Jesse et al

Recorded in  
Set of Fid. Pages.  
275 to 303

Indexed

Examined



Virginia

At a Circuit Court continued and held  
for Lee County at the Court-house thereof on  
Wednesday the 10th day of November 1897.

Robert L Pennington Admro. Plaintiff  
vs } In Chancery

Russell & Jessee Admro. et al Defendants

This Cause came on this day to be heard  
upon the papers formerly read therein  
and the report of Special Commissioner  
filed therein on the 24th day of May 1897. to  
which there were no exceptions, and the  
Motion of J W Orr of Counsel for Minrod  
Potter suggesting that the Claim of said  
Potter and probably others had not yet  
been reported, and was argued by Counsel  
Upon Consideration of all which the re-  
port of the said A. M. Goins is hereby  
Confirmed; and it is adjudged, ordered  
and decreed that G. A. Crabtree recover  
of the said Russell & Jessee Admro. of the  
Estate of M. C. Parsons the Sum of \$139.69.  
with interest on \$119.68 part thereof from  
the 7th day of June 1897. until payment,  
and that George W. Zion recover of the  
said Russell & Jessee Admro. the Sum  
of \$22.08 with interest on \$19.00 part thereof  
from the 7th day of June 1897. till paid;  
that B. F. Thompson recover of the said  
Russell & Jessee Admro. the Sum of  
\$5.00; And that Geo F. Clark recover  
the Sum of \$6.87 with interest on \$6.00



part thereof from the 7th day of June 1897. till paid; and it is further adjudged, ordered, and decreed that A M Goins after having given the Said Russell & Jesse 5 days notice and after posting notice his sitting for at least 15 days at the front door of the Court house of Lee County; will take and ascertain an account and report to the Court any other valid claims against the Estate of the Said M. C. Parsons, and he will also make another Settlement of the account of Said Russell & Jesse, Adms. taking up the account where last reported, Charging them with such Sums as they have since recieved and giving them Credit for such Sums as they have properly paid out, and he will report any other matter deemed pertinent by himself to the proper Settlement of the Said estate. And this Cause is Continued.

A Copy

Teste A. B. Munsey Clerk



R. L. Pennington adm  
vs } Copy of Decree

Russell & Jessee Adms

Excluded Dec 8<sup>th</sup> 1877  
By delivering an attested  
office Copy of the  
Within Decree to

A M Goins in  
Lee Co Va  
W. P. Weston  
S. L. C.

Copy for A M Goins

clk \$1.00



To W.J.Mileham, Administrator of the estate of John S.Burgan deceased:-

You are hereby notified that on the 24<sup>th</sup> day of September between the hours of 8 A.M. and 6 P.M. of that day, 1900, <sup>at</sup> the office of R.L.Pennington, in the town of R Jonesville, Va., I will proceed to take the deposition of A.B.Munsey, ~~myself~~ and others, which when taken is intened to be read as evidence on my behalf in a certain petition filed by you <sup>against me,</sup> in the chancery suit of R.L.Pennington administrator vs, myself as administrator et al., when and where you may attend and make such cross examination of the witnesses as you may think proper. And if from any cause said depositions be not begun on that day, or if begun not completed, the taking thereof will be adjourned from day to day and from time to time <sup>from place to place</sup> as the circumstances of the case may demand. *until completed.*

Dated this the 7th day of September, 1900.

J. L. Jesse  
Administrator of the estate of

M.C.Parsons deceased.

Pennington Bros and D.C.Sewell,  
Attorneys for said Jessee.

Virginia, Lee County to-wit:-

I, B.M.Morgan, Clerk of the County court of Lee County, do hereby certify that R.L.Pennington, this day personally appeared before me in my county and State aforesaid and made oath that he delivered a copy of the foregoing notice to W.J.Mileham on the 18th day of September, 1900. Given under my hand this the 20th day of September, 1900.

B. M. Morgan Clerk.



to J. J. Milburn, Administrator of the estate of John S. Brown deceased.  
You are hereby notified that on the \_\_\_\_\_ day of \_\_\_\_\_  
between the hours of 8 A.M. and 4 P.M. of that day,  
1900, at the office of K. I. Pennington in the town of N. Jonesville,  
I will proceed to take the deposition of A. B. Lusk, known  
and certain which shall be taken in the presence of the  
deponent in a suitable place and in the presence of the  
of K. I. Pennington, Administrator of the estate of John S. Brown deceased.  
And where you may attend and make such cross examination of the  
deponent as you may think proper. And if you are unable to  
depositions be not begun on that day, or if begun not completed,  
the taking thereof will be adjourned from day to day and from time  
to time as the circumstances of the case may require. *Witness my hand*  
\_\_\_\_\_ 1900.

*J. C. Jesse Adm'r*

*ad. 3/4 Notice*

*N. J. Milburn Adm'r.*

\_\_\_\_\_ Clerk.



a The deposition of C.E.Couk and other taken before me A.B.Munsey,  
*Commissioner in Chancery for*  
~~clerk~~ of the circuit court for Lee county, at the office of R.L.  
Pennington in the town of Jonesville, on the 27th day of Setember,  
1900, ~~xxxxxx~~ by consent of the parties, to be read  
as evidence on the part of the defendant in a certain petition  
filed in the chancery cause of R.L.Pennington Admr. vs J.C.Jessee  
et al, W.J.Mileham administrator of the estate of J.S.Burgin  
deceased, vs, the said J.C.Jessee, administrator of the estate of  
M.C.Parsons deceased.

Present, D.C.Sewell and R.L.Pennington for J.C.Jessee, Admr.,  
,, B.H.Sewell and C.T.Duncan for W.J.Mileham, admr.

C.E.Couk, witness of lawful age being duly sworn, deposes and  
says:-

Ques. 1.- State your age, residence and occupation.

Ans. Age 31. Occupation Cashier of Powel's Valley Bank.

Ques. 2. As cashier of the said bank is it your business to notice  
and compare handwritings, and to pass upon the genuinness of signa-  
tures?

Ans, It is.

Objection. The foregoing question and answer are objected to  
because irrelevant and immaterial. B.H.Sewell, Atty for & c.

Ques. 3. How long have you been in the bank as such cashier?

Ans. About 8 years.

Ques. 4. We now hand you two notes purporting to be signed by  
J.L.Pennington and M.C.Parsons, we will ask you to examine said  
notes and state whether or not in your opinion the name "M.C.Parsons  
is or is not in the same handwriting as the body of the instrument  
and the signature "J.L.Pennington"!

Ans. The signature of "M.C.Parsons" appears to me to be the same  
handwriting as the body of the instrument and the signature "J.L.  
Pennington"!

Ques. 5. We now hand you eight checks numbered 1, 2, 3, 4, 5, 6, 7 & 8,  
which purport to be signed by M.C.Parsons, part of which are to the  
Pennington Gap Band and part to the Powel's Valley Bank, we will  
ask you to examine said checks and compare the signature thereto



with the signature of M.C.Parsons on the said notes, and ask you to state whether or not in your opinion said signature is the <sup>in</sup> handwriting same as that on said notes.

Objection. A comparison of the handwriting of the checks shown witness with the note sued on and any opinion by him in reference thereto is in-admissable, irrelevant and immaterial untill it is shown by competent evidence that said checks are in the proper handwriting of M.C.Parsons deceased. Duncan and Sewell for plaintiff.

Ans. I do not think the handwriting is the same.

Ques. State whether or not you are sufficiently acquainted with the handwrite or the signature of M.C.Parsons to identify the same.

Ans. I do not think I am.

Objection:- All the foregoing questions and answers are objected to because the witness has not been shown to be competent to express an opinion on the subject of handwriting or to make a comparison of the same and to give an opinion thereon.

Witness claims 1 day, 50 cents.

And further this witness saith not.

B. E. Leach

J.F.Witt, another witness of lawful age being first duly sworn, deposes and says:-

Ques. 1. State your age residence and occupation.

Ans. Age 43, residence Zions Mills, occupation merchant.

Ques. State whether or not you were acquainted with M.C.Parsons in his life time and his hand writing.

And. I knew Mr.Parsons in his life time, had known him for 12 years previous to his death, and was acquainted with his hand writing, to some extent.

Ques. We now hand you two notes purporting to be signed by M.C.

Parsons and J.L.Pennington, we will ask you to examine said notes and state whether or not the name "M.C.Parsons" is in the hand write or is the signature of the said Parsons:

Ans. I have examined said notes and I do not think said notes or the signature "M.C.Parsons" is in said Parsons hand write.



Ques. We now hand you eight checks marked 1,2,3,4,5,6,7 and 8, purporting to be signed by M.C.Parsons, some of which are given to the Pennington Gap Bank and some to the Powell's Valley Bank, we will ask you to examine said checks and state whether or not the signature thereto is that of M.C.Parsons.

Ans. I have examined said checks and verily believe they are said Parsons signature.

Ques. We will ask you to file said checks with your deposition.

Ans. I here file said checks as requested, which are marked as aforesaid.

#### Cross Examination.

Ques. To what extent were you acquainted with the hand write of M.C Parsons?

Ans. I knew his hand write and drew up a number of contracts and notes & checks for him to sign, and became acquainted with his hand write in that way.

Ques. Did you ever see him write any thing else except his name?

Ans. I do not now remember that I ever did.

Ans. Did Mr.Parsons always sign his name in the same way?

Ans. I think he did as could be, and his hand write always looked to me just alike.

Ques. What kind of a capital "P" did he make.

Objection. The foregoing question is objected to because the witness may be well acquainted with his hand write and yet be unable to describe a particular letter, because writing is similar to faces, one may know a face yet unless he is an artist he would be unable to describe the same, and the question is further objected to because the counsel propounding the question refused to give witness the signatures spoken of.

Ans. It would be impossible for me to describe the kind of a "P" in words, I will make you one from memory as near like it as I can, though I could not make it just like it. I hand you one as near as I can make it from memory. I here file the initials "M.C.P" made by me as I remember the signature, marked "M.C.P"

Ques



Ques.

3

In making his capital "C" did not Mr. Parsons usually make a curve with an open space at the bottom.

Ans. the exhibit files is as near as I can describe it.

Ques. I now ask you to examine carefully check heretofore shown you marked "3" and state if that check is in the hand writing of Mr. Parsons.

Ans. I think it is, but it does not resemble his signature as much as some of the other signature on the checks you hold.

Ques. I now hand you check marked No6. heretofore shown you, and will ask you to State if that check is in his hand writing.

Ans. It looks very much like his hand writing, more than "3".

And this witness claim attendance 1 day, 50 cents.

And furthur this witness saith not.

J. F. Witt

Virginia, Lee County, to wit:-

*Commissioner in Chancery for*  
I, A.B. Mursey, ~~clerk~~ <sup>1</sup> of the Circuit Court for Lee County

do hereby certify that the foregoing depositions of C.E. Couk and J.F. Witt, were this day taken, subscribed to and sworn to before me at the time and place and for the purposes in the caption mentioned.

Given under my hand this the 27th day of September, 1900.

A.B. Mursey Commr in Chancery



G. L. Jesse Allen

as 3 depositions  
for all

W. P. Melchior Allen

Taken before me &

filed in my office  
on the 27<sup>th</sup> day of

Sept 1900.

A. B. Munsey Clerk

Court in Chey S  
hours 2.25

R. L. P. for services 50

with 100

\$3.75



The deposition of B.M.Morgan, taken before me, Geo.P.Cridlin a notary public in and for the County of Lee, State of Virginia, at the office of C.T.Duncan in the town of Jonesville, Virginia, on the 27th day of February, 1901, by agreement, to be read as evidence on behalf of the defendant in a certain petition filed in the Chancery cause of R.L.Pennington administrator Vs. J.C.Jessee administrator et al, wherein W.J.Mileham administrator is plaintiff and J.C.Jessee administrator is defendant.

Present: R.L.Pennington for J.C.Jessee admr., and

C.T.Duncan and B.H.Sewell for W.J.Mileham admr.

B.M.Morgan a witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your age, residence and official position.

A.-- I am 65 years old, reside at Jonesville, Va., and am Clerk of the County Court for Lee County, Virginia.

Q.2.-- State whether or not you have examined the personal property books for the County of Lee and District of Rocky Station, and the property there charged to John S.Burgan, Sr. for the year 1896, 1897, 1898, 1899, and if so what property is shown to be charged to said John S. Burgan?

Obj.-- The foregoing question and any answer thereto is objected to because the books are the best evidence of what they contain, and they being in writing, if evidence at all, speak for themselves, and it is not permissible for the witness to state the contents of said books: and even if the books themselves, or copies thereof, are offered, they are inadmissible because they are work of the Commissioner of the Revenue and there is no evidence offered that they are truly or correctly made.

C. T. Duncan. for plff.

A.-- I have examined the books for the years mentioned for said County and district and have made copies of the property charged to John S. Burgan, on a paper which I here filed as part of my deposition, marked "A", which shows that on page 1, line 30 the property charged for the year 1896, and page 1, line 24, the year 1897 the property charged for



year 1897, and page 2, line 2, the property charged to him for the year 1898, and page 1, line 3, the property charged for the year 1899.

I find that for the years 1896 and 1897 that the tax is charged to J.

S.Burgan, Sr., and for the year 1898 to J.S.Burgan and for the year

1899 I find the name of John S. Burgan on the books, and on the books for 1899 to John S. Burgan. I also find the name of John S. Burgan on the books

books for 1898 charged only with pole tax and no property.

~~Q.3.---~~

Obj.-- Objected to because the answer is not responsive to the question, and because the witness files what purports to be exhibits from the personal property books of Rocky Station District without having been requested so to do, and the answer objected to ~~be~~ in so far as it undertakes to state that he found on the books for 1898, John S. Burgan charged with a capitation tax, if this is evidence the book will speak for itself.

C.T.Duncan & B.H.Sewell for plff.

Q.3.-- State whether or not you have examined the personal property books for the year 1900 for Lee County and if so do they show that W. J. Mileham, administrator of the estate of John S. Burgan deceased, to be charged with any tax whatever?

Obj.-- The foregoing question is objected to because the said personal property books or certified copies thereof are the best evidence of what they show.

B.H.Sewell and C.T.Duncan for plff.

A.-- *I have examined said books and I do not find anything charged thereon against said Mileham as administrator of the estate of said Burgan.*

#### Cross Examination.

X.Q.1.-- Were you personally acquainted with John S. Burgan?

A.-- I was not.

X.Q.2.-- Do you know whether or not that John S. Burgan whose name appears on the personal property books, transcript from which you have filed, is the same John S. Burgan, whose administrator is attempting to collect the note described in this petition?



A.-- I do not .

X.Q.3.-- Do you know whether or not John S.Burgan presented these notes to the Commissioner for assessment<sup>2</sup> and that the commissioner failed or refused to assess them or list them?

A.-- I do not

And ~~f~~urther this deponent saith not.

B. W. Morgan

C.T.Duncan, another witness of lawful age being duly sworn deposes as follows:

Q.1.-- State whether or not you are acquainted with John S.Burgan, the deceased person represented by W.J.Mileham, in the life time of the said Burgan, and whether you knew the place of his residence. If you answer you did know him and did know his residence, state in what District of Lee County he resided at the time and and just previous to his death?

A.-- I was very well acquainted with Mr.Burgan for the last several years of his life. I knew his place of residence very well, but I do not know in what District he lived, as I do not know the dividing line between the Rocky Station and the Jonesville District. He lived in one or the other, and I have always supposed <sup>2</sup> him to live in the Rocky Station.

Cross Examination.

X.Q.1.-- State if you knew the age of John S.Burgan at the time of his death and also what was the condition of his health for several years just preceding his death?

Obj.-- The foregoing question is objected to because it is new matter for the plaintiff evidence in chief, and not a part of cross examination of the witness on the statement made by him in answer to the question propounded to him by the defendant.

R.L.Pennington for deft.

A.-- I did not know the exact age of Mr.Burgan. He was quite an old man. I would suppose him to be at the time of his death upwards of 80, and he was perhaps more feeble than men of his age usually are for the



two or three years of his life.

X.Q.2.-- State whether or not the said John S. Burgan was ~~an~~an educated man, and his manner of conducting business if you know what that was?

Obj.-- The foregoing question is objected to for the same reasons that last question was objected to.

R.L. Pennington for deft.

A.-- Mr. Burgan was not an educated man, but on the contrary was very illiterate. In the transaction of business he was dull and either negligent or did not know what ought to be done. But I think he was as honest a man as I ever knew or had any dealings with.

And further this deponent saith not.

L. T. Surran

Virginia, Lee County, to-wit:

I, Geo. P. Cridlin, a notary public in and for the County of Lee in the State of Virginia, do certify that the foregoing depositions of B. M. Morgan and C. T. Duncan were taken, sworn to and subscribed before me at the time, place and for the purpose in the caption mentioned

Given under my hand this the 27th day of February, 1901.

Geo. P. Cridlin  
Notary public.



The depositions of  
B. M. Morgan and  
C. T. Duncan are  
deposited to as evidence  
in this case  
because response  
due to no issue  
raised by the plead-  
ings in it.  
March 6<sup>th</sup> 1901.

C. T. Duncan  
B. H. Sewell  
Attys for Petitioner

W. J. Milshaw Advers.  
vs. } On Petition.

J. C. Jesse, Advers.  
Deposition of  
B. M. Morgan  
C. T. Duncan

Received from G. P. Criddle  
the N.P. before whom taken  
and filed Feb'y 27 1901  
A. B. Munsey Clerk

Notary Public Geo. P. Criddle  
fee for taking depo.  
1 hour \$ .75



July 1st 1888

163

J. J. & J. F. Burgess acc-

Cash & check

|                               |                                 |         |
|-------------------------------|---------------------------------|---------|
| Aug 1                         |                                 | 1-78 00 |
| Sept 1                        |                                 | 5-0 00  |
| 30                            |                                 | 6-0 00  |
| Dec 10                        |                                 | 22-5 00 |
| Jan 12 91                     |                                 | 5-0 00  |
| Feb                           |                                 | 4-0 00  |
| May 10                        | J. J. & J. F. Burgess           | 45- 00  |
| July                          |                                 | 25- 00  |
| Sept                          | May 5 1890                      | 20 00   |
| Oct 1 21-91                   |                                 | 2 00    |
| Working and as engaged 1 deed |                                 | 5-00    |
| Lumber for house              |                                 | 12 00   |
| Sept 1892                     | Lumber & sawing 1500 180 1/2    | 5-00    |
|                               | 1 order of sawing to W. Burgess |         |
| June 20 1894                  | to W. Burgess                   | 51 700  |
|                               | June 14th 1894                  | 25-00   |
| failed to get 33 trees        |                                 | 6 600   |
| 1 boiler of J. D. Pennington  |                                 | 608 00  |
|                               |                                 | 3 00 00 |

Exhibit, "Linedits" with  
deposition of J. R. Pennington



A J M... 2 cans 1.00

|                    |   |   |      |
|--------------------|---|---|------|
| Morgan...          | 1 | 1 | 5.00 |
| Conner left        | 1 | 1 | 5.00 |
| A M...             | 1 | 1 | 5.00 |
| E D M... Sept      | 1 |   | 1.00 |
| W R... Jan         | 1 | 1 | 1.00 |
| Lee... 2 sold      |   |   | 1.00 |
| E D M... 28        |   |   | 1.00 |
| E J... Jan 1890    | 1 | 1 | 1.00 |
| Shane... 29        |   |   | 1.00 |
| J C... 1 can       |   |   | 1.00 |
| E S... Jan 8/890   | 1 | 1 | 1.00 |
| George... Jan 7/11 |   |   | 1.00 |
| Leban White 1126   | 1 | 1 | 1.00 |



Virginia, Lee County, To wit.:

I, A.B. Munsey, Commissioner in chancery for the circuit Court for Lee County do hereby certify that the foregoing depositions of G.L. Pennington and J.L. Dennington were duly taken, sworn to and subscribed before me according to the times and places set forth in the caption thereto by the agreement of the parties for the purpose in said captions mentioned and in pursunace to the agreements mentioned.

Given under my hand this the 31st day of October, 1900.

A.B. Munsey

Commissioner in chancery.



N. J. Nicholson & Co.

vs. <sup>3</sup> Defendants of  
Plaintiff

J. C. Jones & Co.

---

Taken before me  
& filed in my  
office on Oct-  
30, 1900.

A. B. Mursey Clerk

Court in Chy  
4 hours \$3.00



Russell & Jessee, Admrs. et al. Defts., )  
vs. ) IN CHANCERY.  
Geo.A.Crabtree. Deft., )

---

The depositions of James M.Carter and others taken before me A.M.Goins, special commissioner, in the above styled cause, at my office in the town of Jonesville, Va., on the 29th day of April, 1899, to be considered as evidence in the determination of the question pending before me as said commissioner. See notice herewith attached.

---

James M.Carter, a witness of lawful age, being first duly sworn, deposes and says:-

1st. Are you the same Mr.Carter, against whom a judgement was rendered in favor of Geo.A.Crabtree and against you, Geo.W.Peters and the late M.C.Parsons for ~~the~~ about the sum of \$260.00?

Ans. I am.

Ques. 2. State whether or not you were acquainted with the property, or any part of it, belonging to John L.Pennington, who was the principal ~~in~~ in said judgment, and which was levied on by Marion Kirk, deputy sheriff of this county, to pay the same?

Ans. I was acquainted with the property. I owned it at one time. It consisted of four mules.

Ques. 3. Please state what would have been a fair cash value of the mules at the time they were levied upon.

Ans. They were worth \$130.00 a pair, or \$260.00 for the four mules.

Ques. 4. Was you present at the court-house the day on which said property was delivered to the sheriff for sale?

Ans. I was not.

Ques. 5. Did you at any time direct, authorise, or consent to the



release of the levy on said property?

Ans. I did not.

Ques. 6. Do you know of any credits or payments made on said judgment?

Ans. I do not.

X-Ex.

Ques. 1. You say that you did not direct, authorize, or consent to the release of the levy on John L. Pennington's property, did you know that it was levied on in favor of Mr. Crabtree on his execution against yourself and others?

OBJECTION\_\_The foregoing question is objected to; the execution itself is the highest and best evidence of the levy.

A.L. Pridemore, Atty.

Ans. I did not know any thing of the levy, except what Pennington himself and the sheriff said; also M.C. Parsons told me that the mules were levied on for the debt.

Ques. 2. When did they tell you?

Ans. I do not remember the time, but some time after the levy was made.

Ques. 3. Did they, or either of them, and if so which one, tell you that said property was levied on under the execution in favor of Crabtree vs. J.L. Pennington, M.C. Parsons, Geo. Peters and yourself?

Ans. Yes sir; they did. Parson, Kirk and Pennington all told me of the levy. I was uneasy about the debt and enquired of them about the debt.

Ques. 4. When did you first ascertain that any judgment had been rendered against you on the fourth<sup>l</sup>-coming bond?

Ans. I do not know that I could state the time, but it was some time afterwards.

Ques. 5. Did you have that information while the property was under levy?

Ans. I did.

Ques. Did you attend any of the advertised sales of said property?

Ans. I did not.

Ques. You say that said mules levied upon were worth \$130 a pair,



or \$260 for the four~~x~~ mules, do you think they would have brought that sum at a public sale, for cash in hand?

Ans. I could not tell what they would have brought, but that is what I had contracted to pay for the mules.

Ques. When had you made that contract? And were you to pay for them in money or otherwise?

Ans. I had made the contract about two months before the mules were levied upon. I was to pay for the mules in hauling logs.

~~And~~ And forther this deponent saith not.

James M. Carter

Witness claims <sup>\$148</sup> ~~75~~ cts

1148

See

with

Page



Geo.W.Peters, a witness of lawful age, being first duly sworn, deposes and says:-

Ques.1. Are you the same Geo.W.Peters, who with the late M.C.Parson, J.M.Carter, was security for John L.Pennington to Geo.A.Crabtree, on which judgment was rendered, and also judgment on a forth-coming bond?

Ans. I am.

Ques. Are you acquainted with the four mules that were levied on as the property of J.L.Pennington to satisfy said debt?

Ans. I am.

Ques. Was you in the town of Jonesville on the day that said property was brought to that place, by said deputy sheriff, for sale to satisfy said debt?

Ans. I was not.

Ques. What was the fair cash value of the four mules said to have been levied upon?

Ans. I think \$150.00 at that time.

Ques. Did you at any time direct, or authorise the said deputy sheriff, or any one else, not to sell said property, or to release said levy?

Ans. I did not; nor did I at any time direct the sale not to be made.

Ques. If I understand you correctly, John L.Pennington was the principal in said debt, and you, Jas.M.Carter, and the late M.C.Parsons, were his sureties, is that correct?

Ans. It is correct.

X-Ex.

Ques. Did you know at the time of said levy, or afterwards, until Kirk had gone out of office that said mules had been levied on under an execution in favor of Crabtree and against J.L.Pennington, Parsons, Carter and yourself?

Ans. I did not, except through Kirk or Pennington one. No writ or notice was ever served on me.

Ques. When did you first learn that judgment had been rendered ~~on~~ against you on the forth-coming bond?

OBJECTED TO--The record is the best evidence of when the judg-



ment was rendered, if ever.

A.L.Pridemore, Atty.

Ans. About the time the property was levied on.

Ques. Before that time were you ever served with notice that a motion would be made for judgment and award of execution against you on said forth-coming bond?

OBJECTION-- The foregoing question is objected to, because if such notice was given it would have to be in writing. and its production is the best evidence.

A.L.Pridemore, Atty.

And. I was not.

Ques. When did Mr.Jessee, or Mr.Russell, <sup>Admitted</sup> make any enquiry from you of what you knew about said execution and the levy under it? If they ever did?

This question is objected to, because irrelevant and immaterial, the inquiry having been directed to be made by the court.

A.L.Pridemore, Atty.

Ans. Russell never did name it to me, but Mr.Jessee named it to me shortly after the death of Mr.Russell, and before the time of the filing of the petition by Mr.Carter and myself in this case.

Ques. How far did you live from Mr.Russell and Mr.Jessee, and state whether or not you frequently saw them between the time of M.C.Parsons' death and the time Mr. Jessee mentioned this matter to you?

Ans. I lived about 7 or 8 miles from Russell, and between 8 and 9 miles from Jessee's. I saw them often between the times.

Ques. Were you ever in Jonesville at any time when said property was advertised for sale, if it was ever advertised?.

Ans. I was not.

Re- ex.

Ques. Is it not a fact that for two years or more before Mr.Russell's death, he was confined to his house from which he finally died?

Ans. That is what I have so understood.

Ques. Can't you give any reason why this debt was not mentioned between you and Russell and Jessee before the time that you state that it was mentioned?

Ans. In the first place I thought the debt was paid when the property



was released. Some two years afterwards Pennington informed me that he still owed about \$30.00 on the debt. I had learned that this judgment was about second on the records, and Pennington advised me to wait untill they had finished selling him out and he would finish paying this debt. And I thought his property would finish paying the debt.

Re-X-Ex.

Ques. Do you know why Russell and Jessee never mentioned it to you?

Ans. I do not.

Ques. You say that you understood that H.J. Russell was confined to his house for something like two years before his death, did you hear of J.C. Jessee being sick or confined to his house any time during Mr. Russeell's sickness?

Ans. I never did.

And further this deponent saith not.

*Fitness clamo #124*

*Geo. W. Peters*  
mark

Postponed to same place, June 26, 1899,

*A. M. Goins*

Special Commissioner.

Met pursuant to adjournment June 26, 1899,

*A. M. Goins*

Special Commissioner.

Postponed to same place August 24th, 1899,

*A. M. Goins*

Special Commissioner.

Met pursuant to adjournment August 24th, 1899,

*A. M. Goins*

Special Commissioner.

M.R. Kirk, a witness of lawful age being first duly sworn deposes and says:

Ques. 1. Was you deputy sheriff Aug. 19, 1899, of this county?

Ans. I think my term of office had expired at that time, but I was still winding up some old business I had on hand.

Ques. 2. Did you have levied on certain property as the property



FORM NO 302.

prin B366.38  
in H 12.33

vs.

{ AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.

p. q.

M R Vink you can Release  
the sale of J L Pennington's mules  
which you have under Levy  
in my favor this August 19 95  
J A Lucetree



Virginian,  
Print,  
nesville, Va } Form No. 302.

M. H.

in the Clerk's Office of the

Court of the

against

Plaintiff

Defendant

This day

personally appeared

re me

Clerk of the said Court,

being duly sworn, made oath that

endant in the said suit not resident of the State of Virginia,

Given under my hand has Clerk of the said Court, this day of

of

3505

8331

24

8856

5000

3856

2000

1556

860

1556

600

254

860

254

860

254

860

254

860

254

860

254

860

254

860



of John L. Pennington to satisfy an execution in favor of Geo A. Crabtree, and which execution was against John L. Pennington, M.C. Parsons, Geo. Peters and James Carter, and was the same levied by you while you was deputy sheriff on said property?

Ans. I did levy on said property as the property of John L. Pennington, and it consisted of two work mules, and was the property of J.L. Pennington.

Ques. 3. Did you have said property advertised for sale, and did you bring said property to the court-house for sale at the August term of the County court of said county, 1895?

~~Ans.~~ The foregoing question and any answer thereto, as well as the answer to the next preceding question, is objected to untill the execution under which the levy is claimed to have been made is filed with the answer to said ~~question~~ question, said execution and its indorsements being the best evidence, the same being a record.

C.T. Duncan & B.H. Sewell, Attys. for Crabtree.

As to the filing of the execution that belongs to the Clerk's office <sup>by</sup> and there is a copy of the same filed in this cause; as to the objections to the ~~next~~ preceding question, the question was asked ~~and answered, and the answer written down in the presence of counsel~~ and answered, and the answer written down in the presence of counsel for the plaintiff before they objected. The objection therefore ~~the objection~~ comes too late,

A.L. Pridemore, Atty. for Petitioners.

Ans. I had said property levied on, as to the dates I can't remember, but I did bring it to the court-house for sale, and it was on court day.

Ques. 4. I hand you a paper which you will please look at and examine ~~it~~ and say whether or not Geo.A. Crabtree signed it, and who wrote it?

Ans. I think I wrote the paper; Geo.A. Crabtree signed it.

Ques. 5. Does that paper relate to the mules that you brought to the court-house for sale?

Ans. It does.

Ques. Please file said paper with your deposition as a part thereof marked "M.K."

Ans. I here file said paper as indicated.

Ques. 6. At the time that said paper was signed by Geo.A. Crabtree



what amount, if any thing, did said Crabtree then claim to be due him on said execution?

Ans. Crabtree claimed that there ~~was an amount~~ amount due him that day--I do not now remember what amount he claimed. There was a certain amount to be paid that day, I think \$30.00, but whether that \$30.00 was paid I do not know.

Ques. 7. Please state if it was not then and there agreed in your presence that if J.L.Pennington would pay to Geo.A.Crabtree as much as \$30.00 that he Crabtree would release the mules from levy and sale, and was it not a fact that the paper filed by you marked "M.K." was executed in pursuance of that agreement and understanding?

Ans. I cannot state as to the agreement made between Pennington and Crabtree. But there was an adverse claim set up by Wm.Pennington to the property, and when I brought the property to court I required an indemnifying bond of Crabtree before making sale, and thereupon Crabtree stated that if they would ~~pay~~ him a certain amount, not now remembered by me, but I think \$30.00, that he would hold up the sale. But I reminded Crabtree that my time was out as deputy sheriff, and that if he wanted to wait longer with Pennington et al, that he would have to release the levy that I had made as I did not want to have it on hands any longer. It was to indemnify me under the circumstance that the paper "M.K." was executed. But as before stated I do not know whether the \$30.00 was paid or not, but after the talk had as above stated the paper was executed, and handed to me.

Ques. 8. In pursuance with Mr.Crabtree's direction as shown by the paper filed by you did you release said levy and give the property up to John L.Pennington?

Ans. I did.

Ques. 9. What was the fair cash value of said mules at that time?

Ans. About \$80.00.

Ques. 10. On the day you released said levy and gave up said mules to J.L.Pennington was Geo.Peters, James Carter, or M.C.Parsons present, or had any knowledge that said mules were to be released?

Ans. If they were present I do not remember it, and I do not know whether they had any knowledge of it or not.

Ques 11. On the day above referred to ~~above~~ as the day of sale, state



state from your knowledge of said execution what amount was then due to said Crabtree thereunder; give your best knowledge of the amount.  
 Ans. \$80.00, not counting interest or cost.

X-EXAMINED.

Ques. 1. How long had you had the mules levied on?

Ans. Objected to--The levy will show,

A.L.Pridemore, Atty.

Ans. I do not know; it might have been six or eight mos.

Ques. 2. How many times had you had them advertised for sale during that time and the time when you finally released them?

Ans. I do not reckon that I had advertised them but once, but I postponed the sale a number of times by agreement.

Ques. 3. At whose instance and request were these postponements made?

Ans. Mr. Crabtree would always agree to it, but sometimes Mr. ~~Crabtree~~ Parsons would insist on him agreeing to it.

Ques. 4. Was there any postponement of the sale of that property up to the day when you finally released it that was not brought about, or at least insisted upon by M.C. Parsons?

Ans. I can't exactly remember, but I think pretty well all the postponements Mr. Parsons had something to do with.

Ques. 5. You state in answer to a question propounded to you in your examination in chief, that Wm. Pennington had set up a claim to the property which you had levied upon and that you required an indemnified bond of Crabtree before making sale, please state when Mr. Pennington set up that claim, when you first notified Mr Crabtree of it, and whether or not he did not refuse to give said bond?

The foregoing question is objected to because the same is irrelevant and immaterial.

A.L.Pridemore, Atty. &c.

Ans. The best of my recollection he set up the claim to the property the morning I brought it down here for sale--Aug. 19, 1895--the day the paper was given to me. I notified Mr. Crabtree here that day, and he refused to give the bond.

Ques. 6. Did you not then refuse to sell the property until the indemnifying bond was given?



Ans. There was some kind of an agreement between him and Pennington to hold up the sale, and I told Crabtree that I was not going to fool with it any longer, and then I sought the release he gave me.

Ques. 7. Would you have sold the property unless the indemnifying bond had been given?

Ans. No; I would not have sold the property under the circumstances.

Ques. 8. Was the agreement between Crabtree and Pennington to hold up the sale, as above stated by you, made before or after you had demanded the indemnifying bond?

Ans. It was made after I had notified him that I wanted a bond.

Ques. 9. State, if you can remember, the payments made to you on said execution while it was in your hand?

Ans. I cannot remember the amount, but there was \$100.00 paid to me at one time. There was two or three other amounts paid, which were indorsed on the execution.

Ques. 10. Is it not a fact that the so-called release, filed by you marked "M.K.", was given by Mr. Crabtree in answer to your demand for indemnifying bond ~~by you~~?

Ans. It was given for that purpose.

RE-EXAMINED.

Ques. 1. What finally became of the mules that you had levied on? State all you may know about them.

Objected to because irrelevant and immaterial,

Duncan and Sewell, Attys. for Crabtree.

Ans. They were in James Pennington's possession at the time I brought them down here, and I think one or both of them is now in the possession of Henry Pennington, son of James.

Ques. 2. What Pennington was it that set up a claim to the mules, and what kind was he to John L. Pennington?

Ans. Wm. Pennington, and he is said to be the father of John L.

Ques 4. Did you ever notify M.C. Parsons, Geo. Peters, <sup>or</sup> James Carter that a claim was set up to these mules by Wm. Pennington and that you requires an indemnifying bond? before or at the time said paper was executed that you have filed?



Ans. I do not remember it if I did.

RE-X-EXAMINATION.

Ques.1. You state in answer to question propounded <sup>re-examination</sup> to ~~question~~, that the mules were in James Pennington's possession at the time you brought them down here, how long had they been in his possession, and had they ever actually been in your possession?

Ans. They had probably been in Pennington's possession a month or two--they were only in my possession once or twice, when I brought them to town for sale, when a compromise would be entered into.

Ques. Who was in possession of the mules when you ~~first~~ levied on them?

Ans. My recollection is that they were in a pasture that was claimed by John L. Pennington.

RE-RE-EXAMINED.

Ques. State whether or not James D. Pennington or his son ever laid any claim to these mules in their own right.

Ans. I don't remember that they ever did while I had any thing to do with them.

And further this deponent saith not,

*M. R. Kirk*

The further taking of these depositions are continued until the 16th day of September, 1899, at the same place. This Aug. 24, '99.

*A. M. Goins*

Special Commissioner.

Met pursuant to the foregoing adjournment at my office in the town of Jonesville, Sept. 16, 1899.

*A. M. Goins*

Special Commissioner.

John L. Pennington, a witness of lawful ~~and~~ age, being first dely sworn, deposes and says:-

Ques.1. Are you the same John L. Pennington against whom an execution issued, in which judgment M.C. Parson, Geo. Peters and James Carter were your ~~secureties~~?

Witness  
Claims  
2 days  
\$1.64



Ans. I am.

Ques. Did Deputy Sheriff Marion Kirk levy this execution on a pair of mules as your property?

Ans. He said he did.

Ques. After several postponements of sale of said mules, did he afterwards, to-wit, at the August term of the court, 1895, bring the mules above referred to to the court-house for sale?

Ans. I had given a forthcoming bond on <sup>some corn</sup> ~~the mules~~, in which Parsons, Carter and Peters were my sureties, ~~and I brought the mules to the court-house on the day of sale~~ and the mules were levied on on the execution on the forthcoming bond, and ~~the mules~~ I retained the mules in my possession untill the day of sale, though I had sold the mules to my brother James Pennington, subject to the levy of the foregoing execution, during the time. I had other mules at the time, that I understood was levied on by the deputy sheriff, at least Mr. Parsons came forward and pointed them out to the deputy sheriff for levy.

Ques. On the day, these mules <sup>were</sup> brought forward for sale, state if you know, why they were not sold.

Ans. The week before court I went to Mr. Crabtree and had a conversation with him about this debt. I asked him if I would get him some money off the debt would he hold up and give me more time on it--I disremember the amount I spoke of getting up. He would not give me a definite answer whether he would give me more time or not, but said he would let me know at court. When we came to court I brought with me \$30.00, and I forget whether I handed it to Mr. Crabtree or Mr. Sewell, B.H.; they were sitting together at the time in the court-house. Mr. Sewell was Crabtree's counsel at the time. The \$30.00 was intended as a credit on the Crabtree debt. I forget what words were had after I paid the \$30.00, but at any rate they gave me to understand that they would not sell the mules at that time--I took it that the sale would be postponed. After I had paid the \$30.00 I went in the Circuit court clerk's office where Mr. Kirk, deputy sheriff, then was, and I told him what I had done. This seemed to displease him and he said <sup>that is the way they are going to do, he (Crabtree)</sup> they would have to release him, <sup>he</sup> would have no more to do with it. About this time Mr. Crabtree came into the clerk's



office. He and Mr Kirk went back to the desk, and talked a little bit, and then I saw one of them writing something--I think Kirk wrote first, then I saw Mr. Crabtree writing. Mr. Kirk came back and showed me a paper which resembles the one filed with Mr. Kirks deposition which I now have in my hand, <sup>the same is</sup> ~~said paper~~ marked "M.K". The mules were not sold on that day--Myself and James Pennington rode the mules back home, <sup>as I remember</sup> and I afterwards turned them over to him.

Ques. State, if you know, if not as near as you can, the amount that was due on that execution on that day, after the payment of the \$30.00.

Ans. Mr. Kirk counted the matter up on that day. My recollection is the balance on the debt was between \$45 and \$48, and some cost, the amount of which I do not now remember--The \$45 or \$48 was going to Crabtree.

Ques. What was the fare cash value of the mules above spoken of, on that day?

Ans. I think \$75 or \$80, the pair, on that day.

Ques. State whether or not M.C. Parson, Geo. Peters, or James Carter was present on the day you paid the \$30.00.

Ans. They were not at the time we were ~~transaction~~ <sup>transacting</sup> the matter above referred to.

Ques. State whether or not there had not been paid by you to ~~Marion~~ Marion Kirk, the deputy sheriff, \$100.00, for which you have not received credit on the original judgment; and state whether or not you have not a receipt therefor now in your possession?

Ans. I did pay the \$100.00, and have the receipt, but my understanding is that there was \$100.00 left out in the judgment, and this \$100.00 was to cover that amount.

#### X-EXAMINATION-

Ques. Then the \$100, for which you have the receipt, as above spoken of by you, was not paid on the execution in Kirk's hands, which was levied on said mules, was it?

Ans. No; I suppose not, but it was on the same debt.

Ques. That much of said debt had been left out of said judgment and execution, had it not?

Ans. That's what they claimed.



Ques. Don't you know the fact that it had been left out of the judgment and execution?

Ans. I think it had been left out of the one and not out of the ~~one~~ other.

Ques. State how much you paid on said execution in the hands of Kirk, I mean how much you paid on said debt outside of the \$100 paid by you, as above.

Ans. I cannot tell without I had time to go over the receipts, and <sup>were</sup> then there ~~was~~ some little accounts that there were no receipts given for.

Ques. On the 14th day of May, 1897, you gave your deposition before E.W.R.Ewing, special Comr., in the case of the Greer Machinery Co. which deposition I now show you, vs. J.D.Pennington et al, and in giving that deposition, did you not file a paper showing amounts which you had paid to Kirk on the Crabtree debt, and is not that amount \$300.00?

OBJECTION-- The foregoing question is objected to, because if there be such a deposition ~~and~~ paper it is the best evidence and should be produced.

~~xxx~~ A.L.Pridemore, Atty.&c.

~~xxx~~ After the foregoing question was asked and was objected to by Pridemore, Atty, &c. then the interlineation, "which deposition I now show you", was added.

A.M.Goins, Comr.

Ans. I did file said paper, and the paper shows \$300.00 on its face, but at the time of giving my deposition I claimed \$30 additional, and some little accounts of from \$10 to \$12, which I had paid to Crabtree.

Ques. The \$300.00 includes the \$100 spoken of by you above, does it not?

Ans. I suppose it does--My deposition says it does.

Ques. Have you receipts for all the payments you made to Kirk, or to any other person on the Crabtree debt? if so please file them or copies of them with this deposition and mark them "J.L.P.Receipts".

Ans. I have the \$100 receipt, but as to the others I cannot say, <sup>my</sup> recollection is I brought them here and turned them before Mr.Ewing. I never had any receipts for the accounts.

Ques. How many \$30 credits are you entitled to on said Crabtree debt?

Ans. I do not know.



Ques. Do you recollect of ever paying but the one \$30 credit, and if you state that you do, please state to whom it was made.

Ans. One is all I recollect of. I paid Kirk various amounts, he may have ~~divided~~ divided it up and have give \$30 credits. He told me that he did divide the payments up with different parties.

Ques. You state in your deposition which I showed you a few moments ago, that you thought you were entitled to a credit of \$30, not shown on said execution, that you would make serch for a receipt for the same, and if you found it you would file it <sup>+</sup> claim credit for that sum, did you ever make search for said receipt, and did you ever find it ~~it~~ and file it?

Ans. I did say I would look for said receipt, and I have looked it part, I have some papers that I have not looked through-- I have no recollection of ever finding said receipt.

Ques. How long were those mules under levy; how many times were they brought to the court-house for sale; and at whose instance were the sales postponed from time to ~~time~~ time?

OBJECTION-- The foregoing question is objected to, because irrelevant and immaterial.

A.L.Pridemore, Atty &c.

Ans. I do not know how long they were under levy--They were brought to the court-house twice for sale that I recollect of--The sales were postponed most of the time at the request of Mr.Crabtree-- that is, I would ask it and Mr.Crabtree would grant it.

Ques. Was not the sale postponed two or three times at the request of M.C.Parsons?

Ans. Parsons came to me at one time and said that Crabtree said he would hold up.

Ques. Did not Parsons more than once assist you in getting Mr Crabtree to hold up and postpone the sale of the mules?

Ans. One time is all that I have any recollection of.

Ques. On the day that the levy on said mules was released, or some time prior thereto, had not an adverse claim been set up by your father to said mules?

Ans. As I under stand it there was more than one pair of mules levied on; my father laid claim to one pair of the mules levied on, but



I cannot say whether these are the mules or not--my father claimed the mules that I let my brother Jim have. My father claimed the mules because he had paid a \$125.00 payment to Kirk, and that Kirk had released the mules to him, Kirk claimed that he had not released the mules.

Ques. Now, was that the pair of mules that it is claimed that Crabtree released from levy on the 19th day of August, 1895?

Ans. I do not know.

Ques. Did Kirk ever levy the Crabtree execution on but one pair of mules?

OBJECTION--The foregoing question is objected to. If such levy was made it should be produced as being the highest and best evidence.

A.L.Pridemore, Atty.&c.

Ans. At the time Parson and Kirk came ~~taxxxxxxxxxxxxx~~ up, as above spoken of by me, Parsons pointed out to Kirk five or seven head of mules, Kirk said he levied on them, I do not know whether he did so or not. Kirk said Mr.Crabtree said for <sup>me</sup> ~~him~~ not to work the mules, and I did not work them for about a month.

And further this deponent saith not,

*J. S. Berryman*

HERE THE PETITIONER CLOSSES HIS CASE.

*See Deposition of B.H. Sewell  
on next page taken Oct. 28, '99.*

*Witness  
claims  
50 cts*



B.H.Sewell another witness introduced by the defendant deposes and says:

Ques.1. Are you counsel for George A.Crabtree in the prosecution of his claim against the estate of M.C.Parsons,growing out of his judgement against J.L.Pennington,George Peters,James Carter and M.C.Parsons?

Ans.I am one of his counsel,I was also counsel for Mr. Crabtree in obtaining said judgement and in the collection of or attempt to collect the same. I have the ~~person~~ following personal interest in said claim, I have a note against Geo.A.Crabtree for one hundred dollars with interest from April 9th 1896,subject to a credit of \$31.00 paid Aug.1st 1896,and \$10.00 paid Oct. 4th 1896.When Mr. Crabtree left this county he told me to collect his judgement and when I had collected it against Parsons,Peters and Carter to pay myself the balance of said note out of said money so collected.

Ques.2.State anything you may know about payments made upon said judgement,the postponement of sales of the property levied on to satisfy it or anything else you may know about it?

The testimony of this witness is objected to because he is a party to the subject of investigation and Mr. Parsons is dead,he is therefore incompetent to testify.

Pridemore & Sewell for Plff.



18

A.-- The only payments that I know anything about are the ones allowed by commissioner Goins in his report. John L. Pennington did not pay to me for Mr. Crabtree the \$30.00 he claims to have paid to Mr. Crabtree or me at the date of the so called release filed in this case. As to the postponement~~x~~ of the sales of the property I know very little as these postponements ~~w~~ere made by Mr. Crabtree, Mr. Pennington and sometimes Mr. Parsons, as they informed me, and such ones as I was~~t~~ informed of were made with my disapprovall. In regard to anything that was done for a post-p~~nn~~ement of a sale or any arrangement whatever between Crabtree, Pennington or the Deputy Sheriff, M.P. Kirk at the date of the said so called release I do not know anything about it, because I was not present. After presenting this judgment before the commissioner in the lien creditor's suit of the Greer Machinery Co. against J.D. Pennington and others, I went at once and presented it to Mr. A.M. Goins commissioner in the case of R.L. Pennington administrator against Parsons administrator and others, for collection, as Mr. Crabtree had directed me to do so, and because Mr. Parsons' estate was being wound up and I did not want to miss the opportunity of presenting it for collection against him. I gave Mr. Goins at the time all the payments that had been made on said judgement that I knew of and directed him to call the attention of Mr. Parsons' administrators to the fact that said judgement had been presented to him for collection and to so report it to Court. I also at the time called R.L. Pennington's attention to the fact as I thought he was of counsel for Parsons' administrator, but R.L. Pennington has since informed me that he was not counsel for them in this case.

Q.3. I notice that Mr. Goins allows a credit on said note for \$30.00, to whom was that paid and when?

A.-- The \$30.00 payment credited by Mr. Goins was paid to me by M.P. Kirk, Deputy Sheriff, the exact date I cannot state, but it was either at the November County Court 1894 or the Circuit Court for said month and year, because Mr. Crabtree left that \$30.00 in my hands out of which to pay Horton and Hickam for him \$20.00 for a heifer and



this \$20.00 I paid them on December 1st 1894, then on December the 6th 1894 I paid Mr. Crabtree \$8.50 being the balance of the \$30.00 payment after having retained my commission of \$1.50.

Cross Examined.

X.Q.1. Are you acquainted with the hand writing of George A. Crabtree?

A.-- I am to some extent.

X.Q.2. If you have seen a paper filed in this cause with the deposition of M.R. Kirk purporting to be signed by George A. Crabtree, please state in whose hand writing the signature of George A. Crabtree is if you know.

A.-- I have seen said paper and while I cannot state positively that the signature is in his hand writing, I will state that it looks very much like it.

X.Q.3. Basing your answer upon your knowledge of his hand writing give your opinion as to whose hand writing it is.

A.-- My better opinion is that it is in his hand writing.

X.Q.4. Did ever Mr. Crabtree inform you of the release of those mules spoken of by Kirk in his deposition?

A.-- He did not. The first that I ever knew of it was when the petition was first filed by Peters and Carter in this case, and I asked them or their counsel to show me the paper and it was done and I was surprised when I saw it, and then I begun to make some inquiry about it

And further ~~xxxxxxxx~~ this deponent saith not.

B. H. Sewell,

Virginia, Lee County, to-wit:-

I, A.M. Goins, Special Commissioner in the above styled cause, do hereby certify that the foregoing depositions were duly taken under oath after notice, and subscribed before me, and at the times and places above mentioned.

Given under my hand, this Oct. 27, 1899.

A. M. Goins,  
Special Commissioner.



R. L. Pennington, Admr.  
vs. { Depositions on  
      { Claim of Geo. A. Crabtree  
H. J. Russell et al.

"Depositions,"

~~100/00/00~~  
~~100/00/00~~  
~~100/00/00~~

---

Witness Attendance \$4.86  
Sheriff's Cost .60  
\$5.46



To Mr. J. C. Jessee, Administrator of the estate of M. C. Parson, deceased:

You are hereby notified that on the 12th day of October, 1899, at the office of Hamilton & Leydig, in Eldorado, Butler County, Kansas, I shall proceed to take the depositions of George A. Crabtree and others to be read as evidence in my behalf on the hearing of a petition filed by you ~~against me~~ as administrator of the said M. C. Parsons, against me in the suit in Chancery now pending in the Circuit Court for Lee County Virginia of R. L. Pennington, Administrator &c. against J. C. Jessee administrator &c. and others; and if from any cause the taking of said depositions be not commenced, or if commenced be not concluded on that day, the taking thereof will be adjourned from day to day, and from time to time and from place to place until the same shall be completed. This the 28th day of September, 1899.

Respectfully,

George A. Crabtree,  
By counsel,



I accept the legal  
service of the Western  
Notice Sept 28<sup>th</sup> 1899  
A. L. Pickens

George H. Lawrence

Also Notice,

J. E. Lawrence



The deposition of George A. Crabtree taken pursuant to notice on the 12th day of October, 1899, at the office of Hamilton & Leydig, in Eldorado, Butler County Kansas, before me A. L. L. Hamilton a notary public in and for said county, which deposition is intended to be read in behalf of the defendant on a petition filed by J.C. Jessee, administrator of M.C. Parsons deceased, in the Chancery cause of R.L. Pennington Administrator &c. against J.C. Jessee Administrator &c. and others, which Chancery cause and petition are now pending in the Circuit Court of Lee County.

George A. Crabtree, a witness in his own behalf, after being duly sworn, deposes and says:-

Q. 1.-- Please state your age, residence and occupation.

A. 1.-- My name is George A. Crabtree. My age 83 years, residence, Milton Township Butler County Kansas, occupation a retired farmer.

Q. 2.-- Are you the same George A. Crabtree who had a judgment against J.L. Pennington, M.C. Parsons, George Peters and James Carter, on which an execution issued and was placed in the hands of Marion B. Kirk, for collection?

A. 2.-- I am.

Q. 3.-- Please state, if you remember, what was done with said execution, whether or not it was levied on the property of John L. Pennington, and if you state it was then state what property was levied on, and in this connection state, if you remember, the amount of payments made to you on said execution?

A. 3.-- It was levied on the property of John L. Pennington as follows: to wit: Three pairs of mules. all work mules. Said Pennington paid ~~me~~ on the execution to the Sheriff I think (\$100) one hundred dollars, and later \$70.00 all payments were made to the Deputy Sheriff & I don't recollect the dates of any payments, but it was while the Sheriff had the execution in his hands.

Q. 4.-- If there were any postponements of the sale of the property levied on under this execution, when the same had been advertised for sale, please state, how often the sale was postponed and who procured it to be done.

A. 4.-- There were some two or three postponements of the sale, and all postponements were made and consented to by me at the special instance and request of said John L. Pennington who begged for more time under promise to make full payment, when times of postponements elapsed.



Q.5.-- Marion R. Kirk has filed with his deposition in this case, a paper in these words: "M.R. Kirk, You can release the sale of J.L. Pennington's mules which you have ~~levied~~ under levy in my favor. This August the 19th '95. G.A. Crabtree." Did you execute and deliver such a paper to Mr. Kirk, if so why did you execute it and what was the purpose of its execution?

Ans. 5. *I never signed or executed any such a paper as is copied in the above question. and I never authorized any other person or persons to sign or execute such a paper for me at any time.*

Ques. 6.-- Please state whether or not there was a calculation made of your execution against John L. Pennington, M.C. Parsons, George Peters and James Carter, on the day of sale, or intended sale, when the paper above referred to, said to have been executed by you bears date, in which calculation it was ascertained that only a balance of some sixty or sixty five dollars was still due you?

Ans. 6. *There was no such calculation made & no such balance or any balance found due as no figuring was done whatever.*

Ques. 7. Please state if John L. Pennington or any one for him on that day, to wit, August the 19th 1895, paid you thirty dollars, or any other sum on said execution?

Ans. 7. *He did not & no one did for him.*

Question 8. State whether or not, you on said date or at any other time, proposed to John L. Pennington that if he would pay you \$30.00 on said execution that you would release the property levied on and take him, Pennington for the balance of the debt?

Ans. 8. *I did not on that day or at any other time.*

Ques. 9. I see that the commissioner in the case of R.L. Pennington Admr. &c against J.C. Jessee admr. of M.C. Parsons and others, in calculating your execution filed and allowed in said case gives the following credits on said execution, as admitted by your attorney, to wit, Nov. 20th 1894, \$30.00, Decr. 15th 1894, \$100.00 and May 13th 1895, \$76.00 and \$2.50 taxed attorneys fee, are these all the sums that have been paid to you on said execution, if not state what others have been paid and when?

Ans 9. *The above are all the sums that have been paid, except \$10.00 & \$11.00 worth of hog I got of Pennington about 2 or 3 months before I left him in Kansas.*



Ques. 10. State how much is still due you on said execution?.

A.10. About \$65<sup>00</sup> and interest.

Q.11. State anything else you may know about this transaction?.

Ans. Nothing else  
George A. Crabtree

State of Kansas, Butler County, To-wit:

I hereby certify that

" The foregoing deposition of George A. Crabtree was taken, sworn to and subscribed by the said George A. Crabtree before me A. L. L. Hamilton, a notary public in and for Butler County Kansas, at the time and place and for the purpose mentioned in the caption. Given under my hand and official seal this the 12th day of October, 1899

A. L. L. Hamilton N.P.

Notary Public  
in and for Butler County Kansas  
My term will expire on Dec. 31. 1899.



George A. Crabtree  
vs } Depositions

J. L. Pennington

Received by Mail in  
good Condition and filed  
October 17th 1899.

A. B. Munsey Clerk

Filed before me Oct 19, 99

A. M. Gouss  
Clerk.

"Deposition"

See 4 minor Books  
page 911.



{ \$ 200.00. }

On the first day of  
March 1886 I bind myself to  
heirs &c., to pay J. P. Shellen, or  
order, two hundred dollars for value  
received of him: waiving my right  
to the homestead & all other exemp-  
tion laws as to this debt. Witness  
my hand & seal,

William Pennington (seal)



I assign the within to  
M. L. Parsons for value received  
of him this the 18 of April.  
1885 J. P. Shuburn.

Wm. Ovington

Net

\$2000.00

Decr 1st 1886

Left by postman

to Mrs. Ovington

with her baggage



The depositions of L. C. Shelburn, P. B. Cecil, Laura P. Shelburn and others, taken before me A. M. Gains, Special Commissioner, in the cause of R. L. Pennington, Adm'r. vs. J. C. Jesse and H. J. Russell, Adm'rs. &c. et al. to be read in behalf of J. P. Shelburn to establish the fact that a note executed by Wm Pennington to said J. P. Shelburn and assigned by him to M. C. Parsons, was placed in the hands of said Parsons merely for collection and not for valuable consideration.

Present: J. P. Shelburn for himself.  
" R. L. Pennington, Atty, and  
J. C. Jesse for Russell & Jesse Adm'rs.  
L. C. Shelburn, a witness of lawful age being first duly sworn deposes and says:—

Ques 1 By J. P. Shelburn—

I have hand you a note for \$200, executed by Wm Pennington to J. P. Shelburn and payable on or before the 1<sup>st</sup> day of March 1886, and assigned to M. C. Parsons on the 18<sup>th</sup> day April 1885.



Please state all you may know in regard to said note, such as the execution, the assignment and the payment.

Ans. I know the fact that J. P. Shelburn held a note of \$200 against Mrs Pennington. The firm of Hurst & Shelburn, of which firm I was a member, at one time held said note for collection, but after Mrs Pennington became insolvent, we returned said note to said J. P. Shelburn. After said Mrs Pennington failed in business, it was thought that M. C. Parsons was indebted to him in some sum, and it was proposed by D. S. Litton to J. P. Shelburn to join with him in a suit to try to recover the amount in Parsons's hands, if any. J. P. Shelburn did not accept the proposition to join in the suit, but he went to Parsons and left the note with him for collection - that is, if there should prove to be any thing in Parsons's hands, Parsons



was to pay it to J. P. Shelburne  
on his note. J. P. Shelburne never  
received any thing from Parsons  
for said note. I have heard  
M. C. Parsons say that he held  
said note merely for collection  
for J. P. Shelburne.

I cannot state as to the execution  
of the identical note you show  
me, but I think it is the same one  
that was placed in the hands of  
Hurst & Shelburne for collection.

X Examine

Ques. 1.

By Atty. Pennington: -

Did you ever hear Parsons  
say that he never gave J. P. Shelburne  
any thing for said note, and that  
he held it merely for collection,  
and was only to pay Shelburne  
for it in the event he had money  
in his hands going to said Penning-  
ton?

Ans.

I have in substance heard him  
make that statement.

And further this deponent saith  
not.

L. C. Shelburne



C. J. Humean another witness after  
being duly sworn deposes & says.

At the April rules 1885 of the  
Circuit Court of Lu County Mo  
V Punnington wife of W<sup>m</sup> Punnington  
instituted her suit against M. C. Parsons  
alleging an interest in the tract of land  
sold by M. C. Parsons to W<sup>m</sup> Punnington  
and then resold by said Punnington  
to said Parsons. In this suit I was  
appointed a commissioner to  
settle up all dealings between said  
Parsons and the said W<sup>m</sup> Punnington  
On the 20<sup>th</sup> day of Jan'y 1887, I had  
the parties before me when the  
matter was compromised by  
Mr Parsons agreeing to pay Mr  
Littou the sum of \$300.<sup>00</sup> This  
sum as I remember was made  
up as follows, \$200.<sup>00</sup> which was  
in some way sometime before that  
agreed to be paid, by Mr Parsons to  
Mr Littou for Mr Punnington. This  
payment as I understood was on  
account of \$200, which Mr Punnington  
had paid towards the purchase  
of said land. The other \$100, was  
paid or assumed to be paid by



John Smith of Horlan who had  
contracted for said land,

Mr Parsons desired at all times  
any indebtedness to Mr Pennington  
and the books accounts and  
~~papers~~ papers filed before me sustained  
Mr Parsons. The note here filed  
was in no way charged by Mr  
Parsons to Mr Pennington in that  
settlement. And I think all  
their dealings from 1880 up to  
Jan'y 1887 was filed before me  
And further this deponent says  
not

C. T. Luman

P. B. Cecil, a witness of lawful age  
being first duly sworn deposes and  
says:-

I have heard Parsons talk in  
regard to the note which J. P. Shelburn  
held against Mr Pennington. I heard  
him say that it had been placed  
in his hand to use as an offset  
in the event that he was indebted  
to said Pennington on settlement  
and that if he used said note as  
an offset against said Pennington,  
then he, said Parsons was to pay



said J. P. Shelburn for said note.  
After the settlement between Parsons  
and Pennington, I heard Parsons  
say that he did not owe Penning-  
ton any thing. After the settlement  
between Parsons and Pennington  
was made, J. P. Shelburn got me  
to write to Wm. Pennington, who  
was then in the West, and tried  
to collect said note, stating to  
me that he would give me half  
of whatever I could collect.  
And further this deponent saith not.  
P. B. Cecil,

H. S. Hurst, a witness of lawful  
age being duly sworn, says:-

Witness claims  
50 cts  
Paid by J. P. Shel-  
burn

The note you show me, and as  
described in the question propoun-  
ded to L. C. Shelburn, is the note that  
was left with the firm of Hurst  
& Shelburn for collection, by  
J. P. Shelburn. He never collected  
said note, and returned it to said  
J. P. Shelburn.

And further this deponent saith not.

W. J. Hurst

Laura P. Shelburn, wife of J. P. Shelburn,  
a witness of lawful age being duly



sworn, deposes and says:

I have seen a receipt executed by M. C. Parsons to J. P. Shelburne for a note of \$200. I remember distinctly that said receipt states that said Parsons was to take said note for collection off of Wm Pennington, and that if he failed to collect said note, it was to be returned to said J. P. Shelburne. If J. P. Shelburne ever received any thing from Parsons, I have no knowledge of it, and I am his wife.

And further this deponent with not.

Laura P. Shelburne,

J. P. Shelburne, the defendant as to this claim, being a witness of lawful age, deposes and says:

I had a receipt from M. C. Parsons for the said \$200<sup>note</sup> which I held against said Wm Pennington, said receipt has been misplaced and after diligent search I am unable to find same. Said receipt stated that said note was placed in the hand of said Parsons for collection off of Wm Pennington, and if he collected said note, he was to pay me for same, if not



He was to return it. Parsons told me he never collected the note from Pennington, and he never paid me any thing for the note. After I failed to collect said note through Parsons, I regarded it as worthless, and simply neglected to lift the note from Parsons. And further this deponent saith not.

J. P. Shillbourn

Virginia, Lee County, to-wit:

I, A. M. Gomis, Special Commr. in the case of R. L. Pennington Admr vs H. J. Russell et al, do hereby certify that the foregoing depositions were duly taken under oath after notice, and subscribed before me in my officiating the town of Joiceville, and for the purpose of enabling me to ascertain certain inquiries referred to me as as Special Commr. in this cause.

Given under my hand this  
Oct 10, 1896

A M Gomis  
Special Commr

R. L. Pennington Admr

vs } Depositions.

H. J. Russell et al



# Depositions

R. L. Pennington, Admr., Complt.  
vs. } In Chancery.

H. J. Russell et als - - - Defts

\* \* \* \* \*

The depositions of  
M. B. Spenser,  
and others, taken before me,  
A. M. Goins, Special Commis-  
sioner in the above styled Chan-  
cery cause, pursuant to notice  
hereto affixed, at my office in  
the town of Jonesville, on the  
1<sup>st</sup> day of Apr., 1896, and subse-  
quent days thereafter by ad-  
journment, to be considered  
as evidence in the determination  
of the enquiries referred to me  
as Special Comm. by decree  
entered in this cause on the  
9<sup>th</sup> day of March, 1896.

The Dep of M. B.  
Spenser does not  
apply to claim of Vol 1  
#

Apr. 4<sup>th</sup>, 1896-

Present:-

A. B. Munsey, Guardian Ad  
Litem for Infant Defendants.  
R. L. Pennington, Admr. &c.  
C. F. Duncan Atty. for divers  
creditors:-



M. B. Spencer, a witness of lawful age being first duly sworn, deposes and says:-

Ques. 1. Sometime about the year 1893. or 1894, M. C. Parsons assigned to John L. Pennington a note which had, on the 10<sup>th</sup> day of August, 1887, been executed to Phoebe Flannery, by A. M. Brown, for the sum of \$266.<sup>66</sup>, and afterwards by a written assignment, dated on the 19<sup>th</sup> day of February 1894, the said J. L. Pennington, & M. C. Parsons assigned \$287.84, of said note to, Harry T. Ferguson, Now please state what interest if any the said M. C. Parsons, then ~~had~~, or now has in said note, if any. State all you may know about the matter.

Ans 1. M. C. Parsons had no interest whatever in said notes at the time he made said assignment, nor at any other time, nor has he or his estate any interest at this time.

M. C. Parsons and myself owned a house and lot in the town of Jonesville known as the <sup>M. C.</sup> Smith property; The Phoebe <sup>M. C.</sup> Flannery heirs held two notes against A. M. Brown for \$266.<sup>66</sup>, each.



It was at one time talked of between some of the said Flannery heirs and Parsons and myself that in the event the money was collected from Brown on said notes we (that is Parsons & myself) were to exchange the above named house and lot for the money so realized from the notes.

As Mr. Parsons was the uncle of said heirs they got him to look after <sup>the</sup> collection of said notes, this is the way that said Parsons came to be in the possession of said notes. In the suit against Brown for the collection of said notes by C.E. Flannery Admr. of Phoebe Flannery, Mr. Brown succeeded in getting a credit for \$75 as of the date of said notes, and Cowan, McBlung & Co. got a prior lien on the amount still due from said Brown for the amt. still due on said notes for something over \$200 as I have been informed. The Flannery heirs have



since decided not to take  
said house and lot, as they  
failed to realize the money  
that they were expecting to pay  
for same.

There were never any writing  
drawn in any way in this  
matter between Parsons & my-  
self and the Flannery heirs.

There was never any assign-  
ment of these notes to Parsons  
that I have ever heard of.

My wife is one of the Phoebe  
Flannery heirs.

We as atty for the adm'r  
& heirs of M. C. Parsons testify here-  
by reserve, in the absence of  
the Adm'r. <sup>a right to make</sup> all just-exceptions to the  
foregoing question & the right to place  
Dr. Spencer upon the stand for exam-  
ination.

Peemungton Bros. Atty.

And further this deponent swith not.

W. B. Spencer

Apr. 30<sup>th</sup> 1896-

D. D. Hull, a witness of law-  
ful age, introduced on behalf  
of Nimrod Potier, being first



duly sworn, deposes and says:-

- 1 Please state anything you may know about two notes one for \$600. or about that <sup>the other for \$450.00</sup> about that sum <sup>held by the late M. C. Parsons</sup> against Amos Poter. And in this connection please state if the \$450.00 note was not given in settlement of the \$600 note.

Ans - About Aug. 2-1890, myself & Amos Poter bought a saw mill from M. C. Parsons and executed our note for \$1250.00, I am not sure as to the date of the note. In Dec. 1890, ~~after we~~ <sup>after we</sup> bought the mill, I sold my ~~interest~~ <sup>interest</sup> for ~~the~~ <sup>the</sup> to Parsons and this left Poter's part of the note still outstanding against him - subject to some credits which I will mention later. In the spring or summer following Poter sold his interest in the mill to J. K. P. Graham, and Graham refused to make the trade until the mill was released from Parsons' lien, which was secured by a deed of trust. and Parsons agreed to release



The lien by Polick executing to him a note with good security for the balance due, which Polick did, as I understood from both Polick and Parsons, with Geo. W. Zion as security.

During the time that Polick and I had custody of the mill, we let Parsons have a debt on Scott (J. W.) for \$161.50, which went as a credit on the original note. I was entitled to one half of this sum, Polick to the other.

Any matter testified to by the witness while he was a partner with Polick that transpired between witness & Polick & Parsons is objected to because witness is incompetent being partly in interest. & because one of the parties to the original contract & obligation.

Sumner & Cunningham.

for Adams. &c.

2. Have you any interest, in the above matter. In other words did not you and M. C. Parsons settle in full your part of that transaction and did he not give you a receipt in full for the same, if so please show said



receipt to the commissioners and have him  
to make and file a copy of the same marked  
"A" as part of your answer.

Objected to because as above stated  
he is a party to original Contract &  
his obligation is still outstanding  
& not a competent to testify about  
this matter & because the he is asked  
a conclusion of law & not facts.

Running on himself  
or others

Ans I have no interest in the matter  
at this time. Mr. Parsons and I  
settled my part of the trans.  
action and I have his receipt  
for the same, which I now  
show to the Court, and herewith  
file a copy of same marked  
"A."

3. Now you may state anything else you may  
know about this saw mill matter,

Ans. = While Polick and myself owned the  
mill we sawed for M. C. Parsons  
11920 ft. of lumber at \$3.50 per  
M, amounting to \$41.72, of this  
sum Polick was entitled to one  
half.

While we were sawing for Parsons  
we had to lay over  $2\frac{3}{4}$ , for



which we were to have by agreement with Parsons from \$18 to \$20.

On the day Parsons and myself settled, we counted up Poter's credits for these three items, and they amounted to \$111.43

4 Do you or not, know that H. C. Parsons from 1890, up to the time of his death was dealing with Amos Poter at his distillery if so tell all you know about it.

Ans. I have seen him there several times buying whiskey, I do not know whether he was paying for it or not. My understanding was that Parsons was running an acct. with Poter - that there was these differences between them and that he was getting his whiskey in this way - I heard Parsons say it was this way -

- X 24 -

Quest 1. What do you mean by differences between Poter & Parsons in above question

Ans. I mean the saw-mill and other dealings.

Quest 2. Don't you mean, that Poter was largely indebted to Parsons &



he was getting the whiskey upon that indebtedness?

Ans. I suppose I mean it in that way. Parsons told me that Poter owed him and that he was getting the whiskey in that way.

Quest Did you ever hear him Poter say that he was indebted to Parsons?

Ans. I have heard him say he was and I have heard him say he was not. For the last two years I have heard him say he was not indebted to Parsons.

Re-examined

When was it you heard him say he was indebted to Parsons?

Ans. About the commencement of the saw-mill dealings. I have not heard him say for the last two years that he was indebted to Parsons.

Witness claims  
1 day -  
50 cts

And further this deponent said not.

D. D. Hall

Geo. W. Zions, another witness of lawful age, being duly sworn deposes and says:-

1 Are you not the surety of Amos Poter on a note for \$450 to M. C. Parsons,

Ans. I am.



1 Please state what said note was executed for, if you know?

Ans. It was executed, so M. B. Parsons said, ~~that it was executed~~ for a balance on a saw-mill. Parsons & Poter both said that Poter wanted to trade the saw-mill to Mr. Graham and that they wanted me to go Poter's security on a note for \$450, it was my understanding that they wanted the new note with security so as to release the saw-mill from a lien that Parsons held against it.

3 State anything you may know of Parsons buying liquor from Poter, from 1890 up to his death.

Ans. I have been there with him and saw him buy liquor, and I have seen him write orders for whiskey. And further this deponent saith not.

L. H. Goss

J. K. P. Graham a witness of lawful age, being duly sworn, deposes & says:-

1 State anything you may know about the \$625.00 note or lien of M. B. Parsons

Witness claims  
one day  
50 cts



on a saw Mill, and, a \$450<sup>00</sup> note  
to the long dealings between M. C. Parsons  
and Amos Potuit.

Ans. I traded a half interest in a  
still house with Him Potuit to  
a half interest in a saw-mill.  
M. C. Parsons held a lien on  
said saw mill and I would  
not trade with Potuit until  
the lien was released. I asked  
Parsons if he would take me  
for \$75- on said Mill and release  
Potuit for that amount, if  
Potuit would give a <sup>new</sup> note  
for the balance on the mill.  
He said he would if Potuit  
would give him security.  
Potuit got S. M. Zion to go his  
security and executed a note  
as I understood for \$450. and  
Parsons told me that the  
mill was released and that  
that all I had to do was  
to pay the \$75-. I afterwards  
sold my interest in the mill  
to Bill Johnson, who assumed  
the payment of the \$75-

The matter testified to by this witness  
is objected to because he disclosed that



he was a party to & had an interest in the transaction spoken of & is therefore incompetent, Parsons against whom he testifies being dead.

Pennington Snell  
for Adams.

- 2 Please state whether or not Mr Parsons did or did not state to you that when you paid the \$75<sup>00</sup>, and the note for \$450. <sup>was executed, that</sup> settled him and Poter's part of said saw Mill,

Ans. That is what he told me, - that it settled his part.

- 3 State anything you may know about M. B. Parsons getting liquor from Poter.

Ans. I was a half partner in the distillery at the time the saw-mill transaction took place. Poter told me to let Parsons have whiskey whenever he wanted it, that he owed him. I did let Parsons have whiskey whenever he wanted it, both in person and by order, and Poter settled with me for my half. The whiskey was charged to Parsons on the books. I think the acct. was some where between \$45- and \$50.



Witness claims  
2 days.  
\$1.00

at the time I sold out to Potlet,  
in 1891, in the Spring of that year -  
The above answer is objected to ~~be~~  
~~for~~ incompetency as ~~above~~ stated  
above in regard Saw Mill transaction

Answering to Swelt  
for answer -

And further this deponent swith not -

J. P. Graham

Harvey Basil, another witness of  
lawful age being duly sworn  
deposes and says:-

State anything you may know of  
liquor purchased by M. C. Parsons  
from. Amos Potlet,

Ans. Mr. Parsons and I went there at  
one time (that is to the distillery), and  
Mr. Parsons told me that Tim  
Potlet owed him \$5<sup>x</sup>.00, and we  
would take it up in whiskey -  
we did take it up. I paid Parsons  
\$3.50 for the whiskey I got and he  
kept the rest -

Witness claims  
one day +  
4 miles

66 cts

I have been to Potlet's distillery  
with Parsons, <sup>several times</sup> when he got whiskey -  
I never saw him pay any money  
It has been going on two years  
or longer since Parsons and  
I got the \$5 worth of whiskey -  
And further this deponent swith not -

Harvey Basil



L. C. Roof, another witness of lawful age, being duly sworn deposes and says:-

Please state anything you may have heard M. C. Parsons say in reference to the dealings between himself and Nimrod Potuck, state when it was, as nearly as you can.

Anything concerning the account or matters between Potuck & Parsons this witness is incompetent to testify about because the account & matters here sought to recover on is assigned to Nimrod Potuck to the witness, L. C. Roof. See assignment on back of account.

D. P. Sewell for  
Advers-

Ans. Three or more months before Parsons death, at the Potuck distillery, I heard M. C. Parsons say that he had had sold the property where Potuck lived, for the purpose of keeping the Government from selling <sup>it</sup> ~~the property~~. He said in that conversation that he owed Potuck \$60 or \$65.

And further this deponent saith not.

L. C. Roof

Will Potuck another witness, being

Witness claims

2 days  
\$1.00



first duly sworn, deposes and says: -

I worked for M. C. Parsons during the winter of 1893-4. While I was working for said Parsons he sent me a number of times with his saddlepockets and jugs to Nim Potets to get whiskey for him. I did not take any orders but I heard Parsons tell Potet that whenever his saddlepockets and jugs came there for whiskey to fill them - Parsons told Potet that whenever I came with the saddlepockets and jugs to let me have the whiskey. This is all the order I ever had.

While I was working for said Parsons as above I heard him say that he (Parsons) had saved Potets' <sup>land</sup>. I don't think he said how he saved it - He just made this remark -

I carried a right smart of whiskey I don't know how much.

- X Ex -

Where were you when Parsons told Potet to ~~let you have whiskey~~ <sup>let you have whiskey</sup> ~~in your saddlepockets~~



when you came for it with saddle  
jackets & spurs. Who was present?

Ans. We were at Potlet's still house -  
Nim Potlet were present.  
It was during the time I lived  
at Parsons's.

Ques 2 How came you & Parsons to be  
over there together?

Ans. I can't tell you -

Do you <sup>know</sup> whether Parsons paid Potlet  
for whiskey you speak of or not?

Ans. Nothing that I know of - He never  
sent any pay by me -

Witness claims  
1 day -  
50 cts -

Are you related to Nim Potlet,  
if so how?

Ans. I am his son-in-law -

And further this deponent saith not

W. M. <sup>his</sup> Potlet  
morte

D. D. Hall, another witness of lawful  
age, being duly sworn deposes  
and says: -

Please state anything you may know  
about owing by Potlet for Parsons  
for which, Mr Potlet in his account  
has charged \$312.<sup>50</sup>

Ans. I know nothing about the charges.  
When I sold my part of the mill



to Parsons, it was then setting  
 at a mill yard to be sawed for  
 Parsons. After that yard was sawed,  
 Parsons & Potier came ~~to~~ <sup>and</sup> hired  
 me to go and ~~measure~~ the  
 lumber, after getting to the place  
 and ~~sawing~~ <sup>seeing</sup> how the lumber was  
 situated, we saw we could not  
 tear it down and measure it and  
 stack it back, so we just es-  
 timated it. I do not know, or  
 now remember, what the estimation  
 was. The lumber was sawed for  
 Parsons. While Potier and myself  
 owned the mill, we made the  
 contract with Parsons to saw the  
 lumber, after I sold out <sup>my half of the</sup> ~~the~~  
 mill to Parsons the mill went  
 on and sawed the lumber -  
 We were to have under our contract  
 \$3.50 for sawing the lumber, and  
 25 cts extra for sticking - I do  
 not know whether the lumber was  
 stuck or not.

This answer is excepted to because  
~~business discloses~~ that he was  
 a party to the original contract about  
 which he testifies & is therefore incompetent  
 & c -

D. F. Sewell for addrs



Witness  
claims 1 day  
50 cts

And further this deponent saith not.  
D. D. Hall

#

May 8<sup>th</sup> 1896-

Not on the  
Protect Claim

J. D. Pennington a witness of  
lawful age, introduced on be-  
half of John L. Pennington, de-  
poses and says:-

Ques 1. State whether or not you  
ever measured any logs for  
sold by John L. Penning to M. C.  
Parsons; and if so, what was  
the amt. of the lumber thus  
sold, when and where measured.

Ans. 1 I did measure some logs -  
The first yard I help to measure  
was at M<sup>rs</sup> A. Parsons - At this  
set we measured <sup>48132</sup>~~84865~~ ft. of  
No. 1 logs; 84865 ft. of No. 2 logs.  
The second yard I help to measure  
was on Reed's creek. At this  
yard I help to measure 26315  
ft. of No. 1 <sup>logs</sup> ~~and~~ 32854 ft of No. 2  
logs; and 1977 ft. of No. 3 logs.  
The third set I help to measure  
was on Pok branch. At this  
set I help to measure 39559  
ft of No. 1 logs; 37196 ft of



No. 2 logs. Ah this set there was a lot of logs in the woods that we estimated at from 5 to 6 thousand ft.

The first set was measured in March 1891; the 2<sup>nd</sup> set was measured in March 1892; and the 3<sup>rd</sup> set was measured about the last of May 1892.

The above are the only sets that I can remember of measuring that I kept any book of, unless it was the W.R. Johnson set and I gave the tally of that set to John L Pennington.

Ques. 2. State - whether or not M.L. Parsons received these logs as measured by you for John L Pennington.

Ans. 2. He did.

Ques. 3. State - the price he was to pay for said logs.

Ans. 3. He was to pay \$7 per 1000 ft 1<sup>st</sup> class logs, and \$5 per 1000 ft. 2<sup>nd</sup> class logs. For 3<sup>rd</sup> class logs he was to pay \$4  $\frac{30}{100}$  per 1000 ft.

Ques 4 Do you know whether John L



Pennington paid James Carmichael any thing for measuring ~~the~~ ~~for measuring~~ logs for M. C. Parsons; if so state the amt.

Ans. 4. Carmichael claimed the pay but I do not know who paid it. He claimed that Parsons hired him but he wanted John L. Pennington to pay him.

Ques. 5. How many days did Carmichael measure logs for Parsons ~~at~~ at how much per day.

Ans. 5. I do not know.

Ques. 6. Do you know any thing about John L. Pennington shaping logs for M. C. Parsons on the Wax yard?

Ans. I do.

Ques 7 What work did he do & what was it worth.

Ans. 7 He cleaned off the yard below the logs and rolled the logs down. John L. Pennington and M. C. Parsons agreed upon a price of \$25- for this work, and also the fixing a piece of road.

Ques 7 State whether or not John L. Pennington ran any logs in the creek that Parsons had sold to the Fisher, Burnett Lumber Co. If



so, how many feet did he run, and how much was it worth per 1000 ft.?

Ans. I know that he run the logs, but I do not know the number of feet. I think this work was reasonably worth 50 cts per 1000 ft.

Cross Examined.

Ques 1 Do you know whether or not the logs you speak of as measured by you, were, sold to Parsons under a written Contract?

Ans. 1. I do not know of any writings.

2 Do you not know that these logs were being sold & delivered to Mr. C. Parsons, in payment of a large debt, that J. L. Pennington owed to Mr. C. Parsons at that time?

Ans 2. I do not know that he owed him any debt at that time - unless it was for some corn - I do not know how much -

3 Do you know whether or not as late as Feb. 1894, that Mr. C. Parsons & John L. Pennington, had a



full & final settlement of all  
their dealing outside of notes  
and bonds up to that time-

Ans. I do not.

5. What relations are you to John  
L. Pennington?

Ans. I do not know - we claim to be  
brothers.

6. Since the death of M. C. Parsons  
has not John L. Pennington cut  
& hauled off of the Mallet land  
a large quantity of timber, to  
your saw mill and claimed  
that; you alone should measure  
the same - And did he not un-  
der your measurement ship  
large quantities of said lumber?

The foregoing question is objected  
to as irrelevant, and immaterial  
to this case.

B. H. Sewell

Atty. for J. L. Pennington

Ans 6. Since the death of Parsons ~~there~~  
has been some timber cut and  
hauled off of this land by John  
L. Pennington to my mill. I do  
not know how much, but there  
may have been as much as



50000 ft. He did not claim that I should measure same.

He did not under my measurement ship any lumber.

- 7 Has not John L. Perminston since the death of M. C. Parsons shipped large quantities of lumber, from your sawmill which was manufactured by you out of the Mallett logs, measured by you, or by you & John L. Perminston, or under your management, and without any agent of Parsons or his representatives being present - If you answer you do not know how much give your best estimate?

The above question is objected to because irrelevant and immaterial in this case.

B. H. Sewell.

Atty for VC

Ans 7 He has not shipped any that I know of.

- 8 Have you not, manufactured large quantities of lumber out of logs hauled by John L. Perminston to your mill since the



death of M. C. Parsons? State how much as near as you can?

Ans. - I have manufactured 50000 ft or more for John L. Pennington since the death of Parsons.

9. Have you <sup>not</sup> yourself, sold & shipped a considerable quantity, and sold & used much of it yourself? State the amt. of any thing of the lumber above alluded to.

Ans. No; ~~I~~ has not shipped or sold any of it.

10. Do you not know the fact that out of all the lumber cut & hauled from the Mallett land by John L. Pennington, both before & after M. C. Parsons death that J. L. Pennington was to pay M. C. Parsons \$4. ~~per~~ <sup>per</sup> ft. stumpage on said timber?

Ans. I do. I heard the contract between them and it was \$4.00 per M ft.

11. How much lumber, log measure has J. L. Pennington, hauled to your mill from the Mallett land,



11 built before since the death of M. C. Parsons, if you answer you do not know give your best estimate?

This question is objected to, and also the above questions and answers as to the timber coming from the Mattie land, and any contract in regard thereto, because irrelevant and immaterial to this case.

B. H. Sewell

Atty. for &c.

Ans. I think there were about 130000 ft. in all.

12 Where did the logs come from I mean ~~the~~ what land, did they come off of that you measured spoken of by you in the first part of your Depo. Name each set?

Ans. The first set came off of the lands of M. A. Parsons, I reckon - I did not see them logged. I do not know whose land the second or third sets came off of.



13. From 1889, down to the death of M. C. Parsons, do you know of any payments being made by M. C. Parsons, <sup>or his</sup> on this timber measured by you, in money property or anything else?

Ans. I do not now recollect that I do.

14. During the time above alluded to, what was the financial condition of John L. Pennington, was he a man of means & able to run an account of \$4166<sup>00</sup> without payment?

Ans. I do not know as to his financial condition during this time - He owned considerable ~~land~~, but I do not know whether he was able to carry such a debt or not.

15 Don't you know, that for the past five years and for more than two years before M. C. Parsons' death which occurred Feb. 1895, that John L. Pennington was financially embarrassed with numerous executions returned against him as debtor for -



The above question and the one preceding it are objected to as irrelevant and immaterial to this case, as the question of insolvency is not in issue, and further it asks for the opinion of a witness.

B. H. Sewell

Atty. for &c.

Ans.

I do not know that he was financially embarrassed that long before, but I do know that there was some small judgments collected off of him the winter that Parsons died, and I know of some collected off of him since Parsons died.

And further this deponent saith not.

J. D. Pennington

May 14<sup>th</sup> 1896 -

John L. Pennington a witness of lawful age, introduced on behalf of H. J. Morgan assignee of Jas B. Wells, being duly sworn, says:-

In relation to a note bearing date Sept. 14, 1894, for \$36, subject to some credits, to which note is signed the ~~note~~ <sup>name</sup> of M. C. Parsons, by Geo W. Parsons,

Witness  
claims one  
day & cts

Not on  
Direct Claim



that he was present on one occasion when the said Jas. B. Sells, or some one of his agents proposed to sell to M. C. Parsons a sulkey plow, at which time the said M. C. Parsons referred them to his son, the said Geo. M. Parsons, and said to Sells, or his agent, that if his son wanted the sulkey plow, to sell it to him and that he would see it paid for, or that he would pay for — one or the other assertions he does not now remember which.

And further this deponent saith not.

J. S. Pennington

May 14 1896

S. B. Polack a witness of lawful age, ~~being~~ introduced on behalf of John L. Pennington, being first duly sworn, deposes and says:—

Ques 1. State whether or not you ever heard M. C. Parsons in his lifetime say any

Not in  
Patent claim



thing about him being indebted to John L. Pennington, and if so, what was it, when, and where was it, and under what circumstance was it said.

Ans.

Witness  
Claims 2 days  
\$100

M. C. Parsons, something like a year before his death, in the street near the Court house in Jonesville, told me that he owed J. L. Pennington - He did not say how much - I was wanting to sell Parsons a debt on J. L., and Parsons said he guessed it would be all right, that he owed J. L.

X Ex

Ques. 1. - Can you repeat what Parsons said in the language that he used with reference to this matter?

Ans. The above is about what he said.

Ques. 2. Did Parsons say how much he owed J. L.? or an what?

Ans. 2 He did not.

And further this deponent saith not,

O B. Steel



Not on Patent  
Claim

W. R. Johnson, a witness of lawful age, being duly sworn deposes and says:

1 Please state anything you may know of the sale and delivery of logs, by John L. Pennington to M. C. Parsons in the year 1894. If so please state the amount, as nearly as you can?

Give the amount of No<sup>s</sup> 1 & 2 Logs.  
This question is excepted to because there is no contract shown, whereby such delivery could be made.

Prudence Deuce

Ans 1 I knew nothing about when the sale of the logs was made by John L. Pennington to M. C. Parsons. I landed the logs in the latter part of the winter 1894 - said logs were measured in May 1894. The logs measured as follows, on 1<sup>st</sup> yard:- No. 1s, 17202 ft.; No 2's, 17123 ft.  
On 2<sup>nd</sup> yard, No. 1s, 55656 ft.; No. 2s, 19983 ft.

The above are all the logs that I landed.

I saw Parsons after the fore-



going measurements were made and he seemed to be very well pleased with it.

A. B. Johnson hauled some logs to the pit first above named before I began hauling - I do not know how much he hauled.

- 2 Give me your best estimate of the amount hauled by A. B. Johnson. To this yard.

Ans. I think something near 25000 ft. If not damaged by the sap too bad about half of this would have been 1<sup>st</sup> class.

- 3 Study the matter carefully and see if you cannot designate the yard numbers.

I do not remember them by numbers. I can designate the places. One of them was the yard right above where Alex Allen lived; the other was just above where Jack Parsons lived and both were on the W. A. Parsons land as I understand.

- 4 Do you know what Mr Parsons was to pay Mr Pummer for said No 1 & No 2. Logs.



Ans I never heard Parsons say  
what he was to pay.

X. Examination.

- 1 Do you know how much  
lumber Pennington was to deliver  
to Parsons under the Contract and  
how much was he deliver  
pr year, pr week or pr month?

Ans. I do not know any thing about  
that.

- 2 Can you tell whether the Con-  
tract under which you men-  
tioned the logs referred to by you  
was in writing or not?

Ans I cannot.

- 3 Do you know of Mr. C. Parsons  
at or about that time, paying  
to J. L. Pennington anything on this  
Contract, or letting <sup>him</sup> have any  
money or property of any kind  
on any account?

Ans. I know that along about that  
time John L. Pennington was  
getting some corn from Parsons  
which he let me have.

- 4 State the time and the amount of  
corn that you thus received and  
its fair market value pr bu.?



Ans. I got the corn in the Spring and Summer of 1894 - I think this is correct. I only know I got some corn, but how much I do not know. Then I can't state how much the corn was worth per bushel.

5. How much did your hauling bill amount to on these persons logs? Delivered by Pennington who paid it and when paid, if you answer you do not know, give your best estimate. And I ask you to tell each & every fact that you know about this matter?

Ans. The hauling bill amounted to \$354.94. Pennington paid this amount - the corn above referred to was a part of it. A part of the balance was paid in orders to J. L. Pennington's store. Pennington paid some little judgments that was against me.

I also got \$13 worth of sheep oats from Pennington, delivered to me by Parsons. There was also a \$20 note held by Parsons against me which he Parsons let Pennington have.



I got some thrashed oats from Parsons amounting to about \$8, this was counted out on settlement between me and Pennington.

6 Give the month and year as near & accurately as you can on which you made said measurement?

Ans. Objected to because the witness has already given it

Duncan for Pennington

Ans. In May or June 1894.

7 Was either one of the sets measured by you named on Reddy Creek?

Ans. It was not.

8 Was either one of them so measured by you on Wm A. Parsons' land?

Objected to because witness has already stated that both sets were on the W A Parsons land.

Duncan

Ans. Both were, as I understand.

9. Was any of the logs measured by you on Pat Branch in the Packet?

Ans. They were not. They were



in what is known as Muller's Cove.

10 Was there not a set measured known as the W.R. Johnson set measured by J. D. Pennington?

Ans. There was.

11 You say you hauled, the logs measured by you the latter part of the winter 1894, when was you paid for this hauling?

Ans. Right along that Spring and Summer.

12 Did you, do all the hauling before you was paid any?

Ans. I expect I got some of the pay along as I was doing the hauling.

13 What was J. L. Pennington's financial condition during the winter & Spring of 1894, was he able to pay out the sum of money he paid you and run an account of \$4000. or more?

Ans. I cannot say as to that.

13 You answer you can not say, now do you not know the fact that <sup>you</sup> did not nor would not trust him for the pay, and that it was your agreement with him



That Parsons was to pay you from time to time, as the work was done, and did not Parsons agree with you to see that you was paid?

Ans. He did not: John L. Pennington is the man I had the deal with.

14. Did you ever inform Parsons that you was doing the work for Pennington?

Ans. I don't know that I did.

15. Was the logs you measured, being delivered to Parsons under the same Contract that the logs measured before by J. L. Pennington was?

Ans. My understanding was that they were all going in the same contract.

16. You had a considerable log & Lumber Contract with Mr. Parsons your self did you not, which you claim is still unsettled?

Objected to because immaterial and irrelevant.

Dumars for Pennington

Ans. Yes; Sir. I had and I claim it



37

is still unsettled

- 17 Do you not rely upon J. L. Pennington as a witness in the settlement of your Contract and have not you & said Pennington, conferred together frequently since Parsons' death. About this matter?

Ans. I don't rely on him as a witness and I have not conferred with him in the matter. He may have had some talk about Parsons' business. -

- 18 Was Parsons present, when you made its measure, <sup>meas</sup> spoken of by you was made?

Ans. No, sir.

- 19 Do you know that these logs were ever delivered to Parsons or received by him?

Ans. I do.

- 20 You know that each & every one of them were so delivered. Then tell when they were so delivered who else was present & all about it?

Ans. I do not know that every log was delivered up, but I know that



what was on the ~~yards~~ were delivered up to Parsons. My boys help to haul some of the lumber to the Railroad and Parsons paid me for it.

21 Who sawed this lumber for Parsons?

Ans Jim Carmicle sawed a part of it, and Bob Owens a part.

22 Where saw mill did it work?

Ans. A mill claimed by Jim Carmicle - afterwards it fell into the hands of A Johnson.

~~Re examined~~

How many mills were there on the W.A. Parsons land.

Ans. Three, and another in the bottom just above Jim Parsons.

Witness claims  
two mills &  
10 miles

\$140

I do not know whose land it was on. This is the set spoken of by J. D. Pennington as measured by him as the W. R. Johnson logs

2. Were these W. R. Johnson, logs the same as the logs measured by you. up at Miller's corner.

Ans. They were not.

And further this deponent saith.

Wm R Johnston



Not our  
Patent claim

M. R. Kirk another witness of  
lawful age being duly sworn  
deposes and says:-

1 If you ever heard M. C. Parsons  
say anything, about the indebtedness  
of himself to J. L. Pennington please  
state what he said?

Ans. Something like two years ago  
I had several ~~executions~~ against  
John L. Pennington and was press-  
ing him for some money,  
Mr. Pennington, Mr. Parsons  
and I met up one day and  
we raised a conversation  
about Mr. Pennington paying  
me some money. Parsons  
asked me to hold up until  
the next court - He said  
he was owing Pennington  
some money but did  
not have it ~~then~~.

This is about all I know.

1 What was the amount that Parsons  
said he owed?

A He never said.

2 What was the amount of the exe-  
cutions you held against Pennington  
give your best estimate?



Ans. Something between four and five hundred dollars.

3<sup>d</sup> Was the amount of the execution mentioned in Carson's presence?

Ans. Not that I remember.

4 Was these executions afterwards paid if & by whom?

Ans. They were paid by John L. and J. D. Pennington - that is the most of them.

5 Who were these executions in favor of?

Ans. One of them was in favor of G. A. Crabtree. I do not remember as to the others.

6 Were they paid the next court after the meeting you speak of if not how long afterwards?

Ans. The money was not all paid at the next court. I cannot state that any of it was paid at the next court. The money was paid to me by installments of about \$100 each.

7 Was not M. C. Carson's security in the execution you speak of as the G. A. Crabtree execution?

Ans. He was, on the forthcoming bond.



Quest 8 Was this conversation, before the execution issued or the before or afterwards?

Ans. I think it was afterwards.

9 Please fix the time of the conversation as near as you can?

Ans. I think it was in the fall of 1894-

10 Was you a deputy sheriff at the time?

Ans. I was - I was deputy sheriff of this County from July 1<sup>st</sup> 1891 to July 1, 1895.

During the time you was, such deputy, what was the financial condition of John L. Pennington could he pay promptly, or was it not a fact that his main reliance for means to pay his debts was the money he realized on his lumber contract with M. C. Parsons?

Ans. The first two or three years of my term he paid me a right smart money and was tolerably punctual - The latter part he was pretty hard up as it seemed.

I think his main source was



from the lumber, but I know nothing of the contract.

My information was that he had other contracts with other persons.

11 Do you not live in the same neighborhood with J. L. Pennington, if you answer yes state whether, or not he was able financially to run an account of \$4000 or without requiring payments on the same from 1891, down to 1895-?

Witness  
claims two  
days & 8  
miles -  
\$1.32

Ans. I live in the same neighborhood about 4 or 5 miles from Pennington. As to the second part of the question, I do not know.

And further this deponent saith not.

M. R. Kirk

During the examination of the last witness, the Creditor, by his Counsel admitted as is shown by the affidavit on its account, that there are just a proper credit known to him, the Claimant <sup>or assignee</sup> a not given - And thereupon the administrators by their Counsel moved the Court, to require the



and Credit to be given, and  
affidavit made as to the  
justness of the residue and  
prayed the Court to pass upon said  
motion. May 16<sup>th</sup> 1846.

Prudent Russell.

The counsel for J. L. Punnington did  
not say not, and does not admit any  
thing, that is not shown in the affidavit  
made on said account, namely, that  
that said account is subject to credits  
which are or should be in the hands  
of the Administrator of M. C. Parsons.

The contract in reference to said logs  
heretofore proved is in writing, in  
the hands of L. A. Russell who was select  
ed by said Parsons, & Punnington to  
hold the same, this contract will be  
filed as soon as Mr. Russell can  
be put on the stand. It is not the  
duty of Mr. Punnington to furnish  
the Administrators with evidence, they  
the Admins. admit nothing but require  
everything to be proved, if they desire  
to do so, they can put Mr. Punning  
ton, on the stand, if they do not desire  
to put him on the stand we offer  
him as a witness subject to cross-examine



motion, if not objected to.

Samuel & Hyatt & B. H. Small

Attys for J. L. Pennington.

We have been furnished with all the evidences of credit on this lumber contract; ~~that~~ the adms can find in the paper but have no receipt or evidences of credit, on this contract; other than a paper which <sup>tend to show</sup> a full settlement under our construction; but Mr Pennington is not a competent witness. The motion is made under the practice that a claimant as matter of good faith to the Court ~~in the principle~~ that a man should not be permitted, to collect, an account which he knows is paid notwithstanding the payment can not be proven.

Principles & Precedents

By Court.

See Report of Court, submitted to Court.

See Decree of Court entered June 2, 1896.



John P. Hughes a witness of lawful age being first duly sworn, deposes and says:-

Do you know anything of a sale of oxen by J. L. Pennington to M. C. Parsons, if so state the number, sold the price paid and the time when it occurred

Ans. I think it was 1892, Mr Parsons bought 5 head of oxen from John L Pennington at the price of \$165<sup>00</sup>/<sub>100</sub>. It was in the Spring of 1892, about May I think.

Cross examined.

1 Did Mr Parsons pay clerks for them?

Ans I do not know.



2 was there any note executed or time fixed for payment?

Ans. Not that I know of.

3 Do you not know, that at that time J. L. Pennington owed M. C. Parsons a large debt \$3000. or more?

Ans. I did not know any thing about it.

4 Where was the trade made and the oxen delivered?

Ans. At my house, in the pocket.

5. What did Parsons do with the oxen?

Ans. He took them away.

6 At the time this trade was made, was not John L. Pennington then engaged, hauling logs for, M. C. Parsons, on a contract between them?

Witness  
claims one  
day & 4 hrs.

66 cts

Paid by John L.  
Pennington

Ans. He was hauling logs, I do not know for whom.

And further this deponent swears  
not

J. P. Hughes

May 21, 1896.

Geo. W. Parsons a witness of  
lawful age, introduced on



behalf of H. J. Morgan, assignee  
of J. B. Sells, being first duly sworn  
deposes and says:

I have just been shown a note  
dated Sept 24, 1894, due Oct  
1, 1895, for \$36, credited by \$12,  
to J. B. Sells, to which note is  
signed the name of M. C. Par-  
sons by Geo. W. Parsons.

This note was executed for  
the purchase price of a sulky  
plow bought by me from  
J. B. Sells by direction of my  
father the said M. C. Parsons,  
and the credits endorsed there  
on were for my services in  
travelling with said Sells or his  
agent in making sales of the  
plows in the country. After  
purchasing said plow, I told  
my father about it and  
he directed me that if they  
should call on him for a  
note when he was not at  
home for me to sign his  
name to a note for the pur-  
chase price. I did sign his  
name to a note, by myself,  
and at a subsequent time I told



my father that I had executed  
the note for him, and he said  
it was all right.

I received the ~~plow~~ for my-  
self. The plow was bought for  
me, ~~and was sold at~~ ~~the~~ the sale of  
my fathers estate as his property  
and the Administrators did  
or are to receive the benefit  
of it. The plow sold for \$6.00  
at the sale. After my fathers  
death I had no use for the  
plow and I gave my consent  
for the Admsrs. to sell it which  
they did with the result above  
stated.

And further this deponent  
swears to. G. W. Parsons.

Virginia Lee County, to-wit:

I, A. M. Gains, Special Cour. in the above styled  
case, do hereby certify that the foregoing depositions  
were duly taken under oath after notice, and  
subscribed before me in my office in the  
town of Jonesville, and for the purpose  
of enabling me to ascertain certain enqui-  
ries referred to me as Special Cour. in  
this cause. Given under my hand  
this Oct. 10 1896, A. M. Gains  
Special Cour.

659  
R. L. Cunningham attn  
v. Depositions  
H. J. Russell et al.



*For Poteet.*

R.L.Pennington, Admr. )  
vs. ) IN CHANCERY.  
H.J.Russell and J.C.Jessee, Admrs. et al.)

-----  
The deposition of G.W.Garret, a witness introducer by Nimrod Poteet, in support of a claim presented against the estate of M.C. Parsons, deceased, by the said Poteet.

Present: C.T.Duncan, Atty. for said Poteet;  
D.C.Sewell and R.L.Pennington, Attys. for said Admrs.

G.W.Garrett a witness of lawful age being duly sworn deposes and says:-

Ques. 1. Where were you and what were you doing from about the 15th of June, 1891, upto about the June 1st, 1893?

Ans. 1. I was Store-keeper at the distillery of Nimrod Poteet, and staying there at that time.

Ques. 2. I now hand you two books which purport to be account books kept at Mr.Poteet's distillery, and I ask you to look at p.25,32,44 on the paper bound book,marked "A", and on p.<sup>74</sup>~~27~~,10<sup>^</sup>f the cloth bound book, marked "B", and state if any of those charges are in you hand writing; and if you answer that they are, state which ones.

Ans. 2. On page 25, beginning with the charge June 15th, and down to the bottom, is all in my hand writing. All of page 32 is in my hand; so also is all of page 44,of the paper bound book. All of page 7,and page 8,and page 17, down to the charge made as of May 16, in the cloth bound book, marked "B", are in my hand writing.

Ques. 3. Please state how you come to make these charges, and any thing you may know about the getting of liquor at that distillery by Mr.M.C.Parsons.

Ans. 3. Mr.Poteet got me to keep his books for him all the time I stayed at the distillery. Some times in the absence of Mr.Poteet I would let Mr. Parsons have the whiskey myself; at other times Mr. Poteet would report to me at night and I would set down the items as he would give them out.

Ques. 4. Were these books which I have shown to you kept in the regular course of Mr.Poteet's business?

Ans. 4. They were.

X EXAMINE.



Ques. 1. Do you know whether the items charged against M.C. Parsons ~~were~~ actually gotten by him, or on his order?

Ans. 1. I don't know that they all were, but I know some of them ~~were~~.

Ques. 2. Supposing they were gotten, do you know whether or not they have been paid for?

Ans. 2. I do not know; they were not paid at the time I let him have the whiskey. There are several credits on the book in my hand writing, which were given in to me by Mr. Poteet just as he did the charges. I never let Mr. Parsons have very much of the liquor, though I was present when he got a good deal of it. I suppose the several dates of the charges are proper.

I think I ~~have~~ hear Nim say that he owed Cecil some boot on a horse trade about this time, the amount I do not remember.

Ques. 3. In the cloth bound book, on page 17, at the foot of the page, take said book, it refers to page 28, see if the said page is missing, or in said book.

Ans. 3. The page is missing; so also are pp from 26 to 33. The note of transfer on page 17, to 28 is not in my hand writing, but I think it is in Minter Johnson's or Sam Graham's both of whom were also store-keepers at Mr. Poteet's distillery.

And further this deponent saith not.

Witness claims one day, 5-0 cts  
                    *Mileage* 10 m 40  
                                90

*A. M. Goins*

The above depositions were taken before me  
in my office on the 26<sup>th</sup> day of Oct., 1897,  
A. M. Goins,  
Special Comm.



The deposition of William Poter,  
a witness introduced by Amos Poter  
for the purpose of proving an account  
presented against the estate of M. C.  
Parsons deceased, taken, on the 2<sup>nd</sup>  
day of Sept 1896.

William Poter a witness of lawful age  
being duly sworn deposes and says:

Ques. 1. State anything you may know  
of the purchase of liquor by the late  
M. C. Parsons from Amos Poter.

Ans. 1. I know that Mr. Parsons got whiskey  
there during the several years  
which my father ran the distil-  
lery, up to the death of the said  
Parsons, and that he paid nothing  
for it as he got it.

2 ques. Can you give some idea of the  
amount he got, if so please do so?

Ans. 2. I cannot tell exactly how much  
he got - some weeks he would  
get a gallon a week, some times  
two gallons a week

3 ques. Do you know anything of your  
father, Amos Poter, furnishing  
M. C. Parsons with money, to pay on  
any debt, for which he was surety for  
your father if so state the amount and  
what debt it was on?



Ans 3. Mr. Parsons told my father that he had to lose some money on a debt on which he, Parsons, was surety for my father - they called it the Bank debt. I think it was the Morgan Deed of Trust debt. My father sent me to Big Stone Gap to Alie Collier's and I got \$75, which I gave to my father the night I came back, and my father gave it to Parsons on the next morning, I saw him give him the money the next morning.

4 question, state as nearly as you can when this was.

Ans 4. I cannot state exactly, but I think it has been two years this fall.

X. E.

1 During this time, and at the time you say you got the money, at Big Stone Gap, did not M. E. Parsons hold a deed of trust on your father's house and land at the ford of the river where the still was.

Ans. I do not know.

2 If this was not your father's



house lot sold under a deed of trust for a debt due Parsons and did he not purchase it?

Ans. I think it was. And Tucker Hance purchased it in.

3 Give the date, month & year as near as you can that got the money at Big Stone Gap?

Ans. It was the last of Sept. or the first of Oct. two years ago this coming fall.

4 How came you to get the money at Big Stone Gap what was it for?

Ans. It was owing to my father from Alex Collier. I got it from his clerk. I gave no receipt for it. it was paid on an open acct.

5 I notice you say Parsons did not pay for the whiskey as he got it do you know whether or not he afterwards did so?

Ans. I do not know whether he did afterwards or not.

6 What was Parsons financial standing at that time? was he not a man of means able & prompt to pay when he owed?

Ans. He was able to pay, and prompt so far as I know.



7 Did he get the liquor before you went to the gap for the money or afterwards?

Ans. Before and afterwards - He got it off and on as long as whiskey was kept there.

8 Can you explain how it was if Parsons owed your father the money for the whiskey at the time he called on him, your father for the \$75; why it was that your father did not make Parsons pay his own account?

Ans. I cannot tell why it was.

9 Did your father call on him Parsons, to pay his Parsons' account?

Ans. He did not.

10 What was your father financial condition then, was he pressed for money or easy in money matters?

Ans. ~~I do not~~

He was needing money at that time, all he could get.

11 Do you know of any settlement ever having been made between your father & Mr Parsons about



these matters?

Ans. I know of nothing only a mill settlement.

|| Was this \$75<sup>00</sup> to be paid on a debt your father owed & for which Parsons was security?

Ans. It was - that is, I heard Parsons tell my father that he had to have some money to pay on a note, as he (Parsons) did not have the money himself.

Re. Ex.

Ques. 1. What mill settlement do you refer to - State all about that?

Ans. It was a saw-mill matter. The saw mill set in the Pocket. Squire McKie made the settlement between M. J. Parsons and my father, who were then in partnership, and the sawing was done for M. C. Parsons. The part of each of them as I understood from the settlement was \$312.50, though I am not certain about this.

And further this deponent saith not.

W. R. <sup>his</sup> Paley  
mark

Witness  
claims  
2 days \$1<sup>00</sup>

M. J. Parsons, another witness of lawful age introduced on behalf of Jim Porter,



duly sworn, deposes and says:-  
Ques. 1 Please state what amt. if any,  
of sawing you and Kim Patent  
did for M. C. Parsons, when it  
was, where it was, how settlement  
was made, and all about it.

Ans. 1. I do not recollect the amt. of  
feet we sawed, though the saw-  
ing amounted to \$312 for each  
Patent and myself. This sawing  
was done in the Pocket, in the  
year 1891 I believe it was.

We settled over at Mr. Patent's  
and Mr. McKel settled for us,  
and M. C. Parsons was there at  
the time of the settlement and  
assisted in the settlement.

M. C. Parsons was to pay my  
expenses in the sawing and  
Patent was to pay his own,  
I do not know how Parsons  
(M. C.) and Patent settled the  
\$312. M. C. Parsons paid me  
my part on the settlement.  
X. Ex.

1 Do you know anything about the way  
in which Patent & Parson settled this  
matter?



Ans. I do not.

2 At the time of this settlement how much did Patet owe Parsons on the saw-mill matter?

Ans 2. I do not know - Have no idea.

3 Between whom was the settlement made of which you speak?

Ans 3 Between me and Patet and Parsons.

3 If I understand you, there was no settlement made in your presence between Parsons & Patet

Ans. Patet and I were partners in the saw-mill, and there was due to each of us from M. C. Parsons \$312.50.

4 Give the date of this settlement as near as you can and if you have any memoranda of settlement please file it?

Ans. I have <sup>no</sup> memoranda - It was some time in the latter part of the fall or summer of 1891.

5 Was this before or after Patet commenced distilling?

Ans It was after he commenced.

6 About this time was M. C. Parsons a man of means able & prompt to pay his debts?



Ans. Yes sir; so far as I know he was,  
7 Mr Oateet you say was your  
partner, was he man of  
means, or a man in moder-  
ate Circumstance, needing his  
means, to live upon?

Ans He was in moderate circumstance,  
I suppose.

8 Is it not a fact that he was  
thereafter since has been hard  
pressed for money, and now  
totally insolvent?

Ans. I do not know as to that at the  
time of the saving, but he has  
since failed.

Witness claims  
50 cts

And further this deponent saith not.  
Witness 1 day. 50

M. J. Parsons

It is admitted that at the time this  
settlement of which the above ~~witness~~  
speaks was made that it involved Potteet  
was indebted to, M. C. Parsons for ~~the~~  
interest in a saw mill which he and  
~~John A. Hull~~ had purchased from  
said Parsons, and that this saving  
was to go on said saw mill debt. The  
said Parsons has or held a note for  
the same.

Lurean & Hyatt  
for Potteet



A. M. Brown, another witness of lawful age introduced by Nimrod Poteet being first duly sworn, deposes and says:

Ques. 1. Did you ever buy any mules from Nimrod Poteet? If so, to whom did you pay the purchase price?

Ans. I bought a pair of mules from Poteet and M. C. Parsons together. The mules were Poteet's - Parsons had a deed of trust on the mules. I paid Parsons for the mules \$225. Parsons released the deed of trust as to the mules.

Cross Examined.

1 Was the payment made by you to Parsons to be credited on the deed of trust?

Ans. I do not know as to that. I paid Parsons for the mules, and he released the deed of trust to that extent.

Witness claims  
50 cts  
I paid Parsons in two \$100 notes, executed to me by John and Wm. Pennington, and \$25 in other ways. And further this deponent saith not.

A. M. Brown

A. C. McNeil, Jr, a witness of lawful age being first duly sworn deposes



and says: -

Ques 1 I now show you <sup>one of</sup> the books of Tim Patuck, and ask you to look at page 28 and state in whose hand writing the items are that are charged to Cecil Parsons.

Ans. 1. The charges are in my hand writing down to and including the item of "1½ gal & ½ pk, \$3.15," under date of June 15, 1891.

Ques 2. Please state what you were doing at Patuck's distillery at that time.

Ans 2. I was there as U.S. store keeper and ganger.

Ques. 3. Now please state how you came to make these charges.

Ans. 3. I made them as a rule from Tim's statement, but often I saw Mr Parsons there getting liquor. Tim seemed to be very particular in keeping the liquor sold and credit charged up. Parsons came there one day and he and Patuck called on me to make a settlement between them; which I did. This settlement had something I think to do with and engine and



boiler and the liquor acct. To  
my best recollection I do not  
think there was much difference  
between <sup>them</sup> and I do not now recollect  
in whose favor. Some time back  
him was talking to me about  
having me as a witness and  
~~He~~ then said to him that I could  
not tell definitely about the  
settlement unless I could see  
the papers. Him said he had  
them (the papers of the settlement).  
This settlement was a short  
time before I left Paterson I think  
in June, 1891.

X. Ee.

(Can you state that the items  
charged by you on said  
page ~~were~~ correct, that is  
that the items as charge were  
actually gotten by Parsons)

Ans.

I cannot state that I knew they  
were all gotten by Parsons. Him would  
report to me, and I would frequently  
see Parsons there getting liquor.

Do you know whether said  
liquor was paid for or not.

Ans.

I do not know any thing about the pay-  
I never saw any money paid.



Witness  
claims one  
day 50 cts

And further this deponent saith not.

A. C. McNeil.

Virginia Lee County, to-wit:

I, A. M. Gomis, Special Court,  
in the case of R. L. Pennington Adams  
vs H. J. Russell et al, do hereby certify  
that the foregoing depositions were  
duly taken under oath after notice  
and subscribed before me in  
my office in the town of  
Jonesville, and for the purpose  
of enabling me to ascertain  
certain inquiries referred to  
me as Special Court, in this  
cause. Given under my  
hand, this Oct 10, 1896

A. M. Gomis.

Special Court.

R. L. Pennington Adams  
vs Depositions

H. J. Russell et al



Received

Took to

1899

from myself as Comr in the care of myself Adm'r of  
M. C. Parson's Est.

Two Hundred & Two & 71/100 Dollars

for balance claim of Mortimer Collier's Est. Assignee  
of R. J. Woods.

\$ 202.71

J. H. P. Cunningham Esq of  
the Est of Mortimer Collier's Est



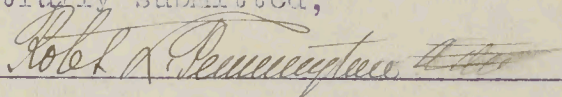
To the Hon.H.A.W.Skeen,judge of the circuit court for the county of Lee;

Your undersigned special commissioner begs leave to report that in the chancery cause of R.L.Pennington admr. vs, J.C.Jessee admr,et al, in which he is acting for the sale of certain real estate, that the upon the sale made to G.H.Hyden, and this day confirmed by the order of your honors court, the said G.H.Hyden has paid the remainder of the purchase money, \$77.62, upon this sale the said Hyden had already paid the sum of \$200. 00 as heretofore reported, and there was in your comr. hands \$43.97, out of cash received on the sale to H.Z.Parsons, making a total of \$321.59, in hands for distribution, which was ordered to be distributed to such creditors as had claims unpaid, and your comr acting with Mr.J.C.Jessee has applied the same as follows,

|                                                    |          |
|----------------------------------------------------|----------|
| To R.L.Pennington, Exr, of Mastin colliers estate, | \$202.71 |
| TO Mollie S.Maekham, nee Flanary,                  | 35.86    |
| To Francis Slagle,                                 | 83.00    |
|                                                    | <hr/>    |
|                                                    | \$321.59 |

Your comr. was directed to return the money paid by F.H.Myres, which your commissioner has done, together with his note that he executed.

Respectfully submitted,



SPECIAL COMMISSIONER

Addenda:

On the sale made to G.H.Hyden, your commissioner forgot to retain his commission, and asks that he be allowed to retain the same out of the first money that comes into his hands of money that belongs to the estate of M.C.Parsons. Which amounts to the sum of \$12.75.

Respectfully submitted,

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Spec. Cm.



Robert L. Mumfords Adm.

25. <sup>4</sup>/<sub>100</sub> Report of  
Disbursements

J. L. Jesse Adm.

Filed Nov. 10, 1899

A. B. Mursey Clerk



Mr. R. L. Pennington Com. R. L. Pennington admr. vs. J. C. Jesse et al  
Jonesville District. No. 3.

To **E. S. FLANARY, Treasurer Lee County, Virginia, Dr.**

| No. P             | No. L | 1899 | State Tax 30<br>cts. on \$100 | St'e sch'l tax<br>10 cts on \$100 | Co. Levy 25<br>cts. on \$100 | Road Tax 30<br>cts. on \$100 | Co. sch'l tax<br>10 cts on \$100 | Dis Schl tax<br>10 cts on \$100 | TOTAL AMT.<br>OF TAXES. |
|-------------------|-------|------|-------------------------------|-----------------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|-------------------------|
| Head Tax          | Val.  |      | \$1.00                        |                                   | 50                           |                              |                                  |                                 | \$1.50                  |
| Per. Prop.        | 185   |      | 56                            | 19                                | 46                           | 56                           | 19                               | 19                              | 215                     |
| No. Tracts        |       |      |                               |                                   |                              |                              |                                  |                                 |                         |
| Acres             |       |      |                               |                                   |                              |                              |                                  |                                 |                         |
| Lots              |       |      |                               |                                   |                              |                              |                                  |                                 |                         |
| TOTAL             |       |      |                               |                                   |                              |                              |                                  |                                 | 215                     |
| 5 per cent pen'ty |       |      |                               |                                   |                              |                              |                                  |                                 |                         |

Nov 3 1899  
 Received Payment W E Myerson D. Treasurer.



To the Hon. H. A. W. Skeen, judge of the circuit court for Lee county;

Your undersigned special commissioner in the chancery cause of R. L. Pennington., Admr. vs. J. C. Jessee, Admr, et al, begs leave to report that in pursuance to an order entered in said cause at the March term, 1899, of the said court, your said commissioner was directed to advertise and re-sell a certain tract heretofore sold, known as the Brush tract in this cause upon the upset bid of F. H. Myers and after having advertised said land and according to said decree your said commissioner proceeded at the front door of the court house on the 17th day of April, 1899, to make said sale at public outcry to the highest bidder on the terms mentioned in the said decree and after crying said sale for a long time, G. H. Hyden gave the best and highest bid and said land was knocked off to him at the price of \$275.00, upon which said purchase the said Hyden paid your commissioner \$200.00 cash and executed his 2 notes for \$37.50 <sup>each</sup> due in one and two years from date thereof, but gave no security on said notes, however, your commissioner thinks the notes amply secured by the retention of title. As will be seen by the decrees in this case your commissioner was empowered to receive private bids, so after the sale made to the said Hyden, to wit on the 10th day of May, 1899, F. H. Myers offered your commissioner an other bid on said property of \$300.00. and paid your commissioner on that day, \$25.00 cash and executed two notes with Josep Myers as surety for \$137.50 each, and on July 17, 1899, paid the first of said notes amounting to \$138.87 which is in your commissioner's hands.

Upon the sale hertofore reported to have been made to H. Z. Parsons, your commissioner received the whole of said purchase price on the 15th day of May, 1899, amounting to \$46.12, which *less the taxes charged vs the funds, of \$2.15, & files here the Treasurer's receipt-* is also in your commissioners hands. This purchaser is entitled to a deed for the said property so sold to him

Respectfully Submitted,

*Oct 30, 1899*

*Robt L Pennington.*

Spec. Com.



R. L. Pennington, Admr. Compl.,

vs. Report of Comr.

J. J. Jessee admr. et al. Deft.

Filed Oct. 30., 1899.

*A. B. Minsie* clerk



A. L. Pennington Advers.

Leoup

v.s.

J. L. Jesse Advers. vae

Defts

To The Hon H. A. W. Shaw, Judge  
of the Circuit Court for the 8th Dist.:-

The undersigned Special Commissioner, in  
the above styled Chancery Cause  
begs leave to report that, in  
the above styled Cause he sold  
to M. B. Spencer a certain lot of  
land for which he executed 2 notes  
on Dec. 19, 1898 for the sum of 70.00 each,  
due in 1 & 2 years <sup>with interest from date</sup> from date, one  
of said notes has become due &  
remains unpaid. H. M. Coates is  
surety on said notes. Your court  
asks a rule against said  
purchaser & his surety.

Robt L Pennington

March 15, 1900

Comr



V.A. Peckham

do ~

Report of  
Cour.

J. le Jussieu - val

Filed March 15, 1900

W.B. Munsey  
Clerk



R. A. Pennington Adm. Receipt.

vs.

In Chancery

Russell & James Adams, et al vs. Adams.

Your undersigned Special Comm. begs leave to report that M. B. Spencer has completed the purchase made by him in this case by the payment of the money due by him & who is now entitled to a deed for the land purchased by him.

On this sale your Comm collected on the notes executed by M. B. Spencer as follows.

Nov 19, 1900 - less tax paid - 71.00

June 7<sup>th</sup> 1901. 78.40

Your Comm has paid as follows. of this

Nov 9, 1900. to J. C. James Adm 71.00

June 7, 1901 Estimate for tax due 2.00

" Paid Pennington Provs. atty

for J. C. James Adm.

26.40

149.40 149.40

Respectfully Submitted.

R. A. Pennington Comm.



P. H. Penneyton Accr  
vs 3 Report

10 June 1895

Filed June 8<sup>th</sup>, 1901.

A. B. Munsey Clerk



COMMISSIONER'S REPORT.

R.L.Pennington, Admr., . . . . . Compl't  
vs. . . . . IN CHANCERY.  
H.J.Russell et al, . . . . . Defts.

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To the Hon. W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned Special Commissioner, appointed by a decree entered in the above styled cause at the March term, 1896, after having given notice of the time and place of his sitting to the parties in interest, as will appear from a copy of the notice hereto annexed marked "N", proceeded on the 1st day of April, 1896, and on subsequent days thereafter, by adjournment from day to day and time to time, to comply with the requirements of said decree. And by repeated efforts and labor on the part of your Commissioner from April 1st, 1896, up to the present, he is at last enabled to submit this his report and statement in response to the enquiries and matters referred to him for investigation.

Your Commissioner is directed by said decree of March term, 1896, to ascertain and report upon the following points:-

1st. To take, state and audit the Administration account of Russell and Jessee, Administrators of the estate of M.C.Parsons, dec'd, charging them with what did, or what should have come into their hands as said administrators, giving them credit for all proper disbursements, and ascertain what balance is still in their hands.

2nd. To ascertain what indebtedness existed against said Parsons at the time of his death, and that is still outstanding.

3rd. To report the condition of the real estate set out by the Complainant in his bill; whether there are any specific liens against any of it, and if so, how much and to whom due.

In order to make this report as brief and clear as possible, your Commissioner will take up the three foregoing divisions seriatim, as above arranged:

1st. As to the administration account of Russell and Jessee, Admrs. Your Commissioner files herewith as part of this report a statement marked "R & J", which is a full and complete itemized account of the dealings of said Administrators with said estate from the date of their qualification, Feb. 20, 1895, up to Oct. 1, 1896, as appears from their books and from the facts as your commissioner has been enabled to gath-



er them. It will be seen from said statement, that there went into the hands of said administrators during the first year \$9000.53; that they paid out during the first year \$10345.79; and that the balance at the close of the year in their favor was \$1344.66. It will be further seen that for that part of the second year included in said statement, said administrators received the sum of \$2610.97; that they paid out during the same time \$3708.78; and that the balance on the second year's settlement in their favor is \$1087.81. It will be seen that the balance of \$1344.66, due the administrators at the close of the first year, is made a charge in their favor and against the estate at the beginning of the second year. So that \$1087.81, is the total balance due said administrators on this settlement.

It will be seen from said statement, that before striking the balance on each years settlement, your commissioner has included the commission of the administrators on the receipts of the respective year, and that the rate allowed by your commissioner is that of 10%, on the actual receipts. It may seem to the Court that 10% is an unusually high rate to allow in estates of this magnitude. Your commissioner is aware that 5%, on actual receipts, is the usual rate allowed by the Courts; but the principle of law is, that the allowance shall be a fair remuneration for the fiduciary's trouble, risk and responsibility. Your commissioner, therefore, being guided by this principle of law, and by precedents which have allowed as high as 10% where the debts were small and numerous and the fiduciary was subjected to great and unusual trouble, as has been the case with these administrators, has thought it just and proper to allow this rate to them, and he recommends to the Court that this allowance be confirmed. The large bulk of papers and evidence submitted along with this report only gives a bird's eye view of the vast amount of labor and trouble to which these administrators have been subjected to since their qualification. One litigation has followed another, and the administrators have been forced to work and ride almost incessantly to save the estate from being consumed by unjust and spurious claims, most of which they have succeeded in defeating.

Your Commissioner files herewith, as part hereof, statement "B", which is an inventory of the notes regarded as solvent, in the hands of said administrators, with interest calculated thereon up to Nov. 1, 1896. This statement shows the value of the notes &c. in the hands of the administrators, as of Nov. 1, 1896, to be \$12480.61. But of the notes listed in this statement several of them are not yet due, and



3.

will not be for some years yet to come. For example, the principal debt in said list, that against Henry Nicol for \$10,000, is payable in annual installments of \$1100 each, beginning with Dec. 1, 1896. So that it will be seen that after deducting the Nicol debt of \$10,000, the notes against R.H. Sage of \$331.02, the notes against H.E. Graham of \$330.00, and the note against C.E. Johnson et al. of \$615.36, all amounting in the aggregate to \$11282.38, and none of which are yet due, and after the administrators pay themselves the sum of \$1087.81, to which they are entitled first of any, there will only remain in their hands, as of Nov. 1, 1896, \$110.42, available funds to pay on the debts against the estate.

There is one note reported in statement "D", filed herewith, which is against W.R. Clawson, Dec'd, amounting to \$193.09, as of Nov. 1, 1896. This note the administrators report as a doubtful note, and your commissioner thinks it very doubtful, if not totally insolvent, being against a man who is dead, leaving only a very small piece of poor land, which is encumbered with a deed of trust large enough to consume the whole of it.

2nd. As to the indebtedness against the estate &c. Your commissioner files ~~xxxx~~ herewith, as part hereof, statement "C", which is a full and complete list of all debts filed before your commissioner against said estate, and that have been sufficiently proven. This statement shows the outstanding indebtedness against said estate, as of Nov. 1, 1896, to be \$9454.22, and to arrive more accurately at the total indebtedness as of that date the \$1087.81, due the administrators, should be added, which makes the total indebtedness of the estate, as of Nov. 1, 1896, \$10542.03. The debts listed in this statement are in the order of priority as represented by the numerical value of the red figures in the margin. The debt due J.A.G. Hyatt, Guar., and C.E. Johnson, Rec. being debts due as guardian are the first in priority. All the other debts are of equal dignity and priority.

It should be stated in explanation, that the two notes reported in statement "C" in favor of R.L. Pennington, Comr. against Sallie Johnson, W.R. Johnson and M.O. Parsons, amounting in the aggregate to \$895.68, are chargeable against this estate only in the event that certain lands purchased by Sallie Johnson, at a commissioner's sale, with W.R. Johnson and M.O. Parsons as security, will not sell for a sufficient sum on re-sale to pay said notes. Should the land purchased by Sallie Johnson not sell for enough on re-sale to pay off said notes, interest and



costs, then the estate of M.C. Parsons will be chargeable with the residue ~~due~~ W.R. Johnson and Sallie Johnson both being insolvent.

Two claims have been filed before your commissioner, and considerable evidence taken in reference thereto, that have not yet been passed on. One of said claims was filed by John L. Pennington, and this your commissioner is informed has since been compromised and settled between the parties; the other of said claims was filed by Nimrod Poteet, who has deferred closing his evidence until your commissioner can wait no longer, being forced for want of time to pass this claim to await the future order of the court.

It will also be noticed that the amount assigned to H.T. Furgerson by J.L. Pennington and M.C. Parsons of \$287.00, is out of a note executed to by A.M. Brown to Pheba Flanary for \$266.66. This note, as your commissioner is informed, was first assigned by said Parsons to J.L. Pennington, and then by said Pennington and Parsons to said Furgerson. The balance of this note of \$79.51, is doubtless due some one from Parsons' estate, but whether to Pennington or to the estate of Phoebe Flanary, your commissioner is unadvised, and passes said matter along with <sup>that</sup> of Nimrod Poteet's.

3rd. As to the condition of the real estate set out by the Comp't in his bill; the specific liens thereon, the amounts thereof, to whom due &c.

First, as to the specific liens, the amounts, and to whom due. On the farm known as the Elk Knob farm, purchased by M.C. Parsons from M.D. Richmond, and afterwards sold by said Parsons to Henry Nicol, there is a purchase money lien still against this land due W.G. Nicol, assignee of A.L. Pridemore, who was the assignee of the said Richmond. The balance on this lien, interest computed to Nov. 1, 1896, is \$1615.69.\*

On the tracts of land purchased by said M.C. Parsons from <sup>W.P. Carver</sup> Wm. A. Taylor and wife, Elizabeth Jessee, and Lafayette Zion, respectively, there is a specific lien by reason of a deed of trust executed by said Parsons to O.T. Duncan, May 9, 1887, for the benefit of W.M. Smith and H.G.D. Blair, to secure the payment to them of a debt of \$2500. The balance due on this debt, as of Nov 1, 1896, is \$925.96.

On the 412-acre tract, purchased by M.C. Parsons from Wm. A. Parsons, there is due, as of Nov. 1, 1896, \$361.02. This sum is the balance due said Wm. A. Parsons on the purchase price of this land, and is a specific lien on same.

The foregoing are the only specific liens that your commissioner has been enabled to ascertain.

\* Less \$834, paid on the Henry Nicol contract, which was not to be assigned, but was discharged.



Second, As to the condition of the real estate set out by the Compl't in his bill. Your commissioner is not in a situation to report, with any degree of certainty, the title of the said M.C. Parsons, at the time of his death, in the greater part of the lands which he then occupied. As has been stated, said Parsons was equitably entitled, after the payment of something over \$1600, to a conveyance from the heirs of M.D. Richmond of the Elk Knob farm. By deed dated May 12, 1892, said Parsons seems to have undertaken to convey said Elk Knob farm to his son Geo. W. Parsons for the consideration of natural love and affection. This deed was acknowledged on the day of its date, May 12, 1892, but was not recorded until the 27 day of Feb., 1895, which was 10 days after the death of said M.C. Parsons. By reference to exhibit "E", filed with Compl't's bill, it will be seen that the said M.C. Parsons, on the 6 day of Oct., 1894, sold this same tract of land to Henry Nicol. There is no evidence before your commissioner that the deed to Geo. W. Parsons from his father was ever delivered. The deeds to Eva Parsons, now Eva Russell, and Rebecca Parsons were likewise made on the 12 day of May, 1892, and were never recorded during the lifetime of the said Parsons. With reference to these deeds, your commissioner can only repeat what is above said in reference to the deed to Geo. W. Parsons. There being no evidence before your commissioner that these deeds were ever delivered. In this condition of the matter, your commissioner is unable to say in whom the title to said land, described in said deeds, is vested. On the 12 day of May, 1892, said Parsons conveyed a part of his home tract to his daughter Ellen Jessee. This deed seems to have been delivered, as it was admitted to record on the 16th day of Jan., 1893. Mrs. Jessee, of course, takes this land subject to the deed of trust of Smith & Blair, above reported.

The said M.C. Parsons in his lifetime purchased from his brother, W. A. Parsons, a tract of land situate in the Pocket, containing 412 acres. This land was not conveyed to said M.C. Parsons in his lifetime, but was on the 25 day of April, 1895, conveyed to Ellen Jessee, Evaline Russell, Geo. W. Parsons, Rebecca Parsons and Wheeler L. Parsons, children and heirs at law of M.C. Parsons. (See exhibit "H", filed with Compl't's Bill). After the purchase of this land by M.C. Parsons, and before he got a conveyance thereto, he sold it to J. L. Pennington, and gave him a title bond for it, which has been duly recorded in the County court clerk's office. Recently, as your commissioner is informed, a compromise has been made of various matters existing and unsettled between the said



M. O. Parsons in his lifetime and the said J. L. Pennington, by which the said Pennington is to reconvey said tract of land to the estate of said Parsons. This compromise, as your commissioner is informed, is subject to the approval of your Honor, and should the same be approved, then the estate of the said M. O. Parsons will have title to said 412-acre tract of land.

Said M. O. Parsons at the time of his death was the owner of a one-half interest in a house and lot in the town of Jonesville, known as the Sisk property, being the property in which M. B. Spencer now lives. This house and lot was purchased by said M. O. Parsons and M. B. Spencer at a commissioner's sale, and was conveyed to them by A. M. Goins, comr., by deed dated \_\_\_ day of \_\_\_, 189\_\_.

As to the tract of land alleged by the Compl't in his bill as belonging to the said M. O. Parsons, known as the Nim Poteet land, your commissioner states that he finds no conveyance on record whereby said land has ever been conveyed to said Parsons. But he does find on record a deed of trust to E. W. Pennington, trustee for the benefit of the said Parsons, which covers the said land. Said deed of trust is not signed by the wife of the said Poteet, who is still living and which he had at the time of executing said deed of trust, and your commissioner is informed that said wife claims said land as her own separate estate. But should said Poteet own said land in his own right, there are judgment liens enough existing against it, older than said deed of trust, to consume it.

As to the tract spoken of by the Compl't in his bill as the M. Z. Parsons tract, your commissioner is not enabled to say whether said Parsons owned such a tract or not, as he is not enabled to find such a deed, and there has been no evidence produced before him to aid him in ascertaining.

Your commissioner regrets that he is not enabled to report more definitely as to the condition of the lands set out by the Compl't in his bill, and owned by said Parsons at the time of his death, but your commissioner can only act upon the evidence before him, which is imperfect.

Now having responded to the requirements of the decree of the court, your commissioner will state in conclusion, that this estate is now in a condition, large as it is, to demand the watchful and judicious eye of the court. It will be seen that the outstanding indebtedness against said estate is \$10542.03; that the notes and bonds in the hands



of the administrators amount to \$12480.61, more than enough to pay off the outstanding indebtedness, if said notes and bonds were due at this time, or could be converted into ready cash. The question is, shall a large and valuable real estate, in these gold standard times, be put up and sold at auction, at a great sacrifice, or shall the bonds and notes be discounted and ready cash realized therefor? Your commissioner would recommend the latter.

Respectfully Submitted, this Oct. 10, 1896,

A. M. GOINS,  
Special Commissioner.

\*\*\*\*\*

Fee for this Report \$ 100<sup>00</sup>/<sub>100</sub>

Fee charged to R. L. Pennington, Admr. &c.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 140 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 10<sup>th</sup> day of October, 1896.

A. M. Goins

Special Commissioner.



R.L.Pennington, Admr., ..... Complainant,  
vs. In Chancery.  
H.J.Russell et al., ..... Defendants.

EXTRACT FROM DECREE.

The Court doth adjudge, order and decree that A.M.Goins, who is hereby appointed a special Commissioner for the purpose, will, after giving notice to the attorneys of the parties before the court, and by written posters at the front door of the court-house, take, state and audit the acct. of the administrators of the estate of the late M.C.Parsons, charging them with all moneys that came or should have come into their hands, and giving them credit for all proper disbursements, and ascertaining what balance is still in their hands. He will also report the condition of the real estate set out in the Plaintiff's bill, whether there are any specific <sup>liens</sup> against any of it, to whom due, and how much; he will also ascertain the indebtedness of the said Parsons at the date of his death; and he will sit for the purpose of hearing proof and auditing claims against the estate, and where a claim is presented him about which there is a controversy, and either party demanding it, the said commissioner will report the evidence to the court upon which he allows or disallows the claim; and he will report any other matter deemed pertinent by himself or especially required by any party in interest

A Copy Test:

A.B. Munsey  
Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 1st day of April, 1896, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the Court.

A. M. Goins,  
Special Commissioner.



We accept service of the within notice for H.J. Russell,  
 & J.C. James Adams, H.J. Russell, J.C. James, Ellen James -  
 Eva Russell, also H. Parson, W.A. Parson,  
 Pennington Bros of London for same

Prindmore & Hewell

I accept service of the within notice

Robt L. Pennington Adams &

I accept service of the within notice

AB Muncy

Guardian ~~ad litem~~ for  
~~Geo H. Parson~~, Rebecca Parson,  
 Thelma P. Parson & the unknown  
 heirs of M.C. Parson.

Legal service of this notice is accepted for the  
 following defendants, to wit: J. American Trustee  
 W.M. Smith, J. Blair, L. Pennington, & Henry  
 Nicoll. This March 15th 1896.

J. American & Syatt.

Atty's.

Clerk.

R.L. Pennington, Adams

John

H.J. Russell & al.

Conns. Malice.

"M"

to the attorneys of the parties before the court, and in written form  
 subscribed & signed by the parties, with their names and  
 the court doth adjudge, order and decree that A.M. Collins, who is re-

EXHIBIT FROM DECKET.

H.J. Russell et al. Defendants.

vs.

In Chancery.

H.J. Pennington, Adams, Complainant.



R. L. Pennington, Admin.  
vs. { Comr's Report.

H. J. Russell et al.  
Filed Oct. 10, 1896.

A. B. Muncy Clerk

Commissioner's fee \$100<sup>00</sup>



The Estate of M.C.Parsons, Dec'd,  
In Acct. with

Russell & Jessee, Admrs.,

Cr.

1895,

|          |    |                                                               |    |      |
|----------|----|---------------------------------------------------------------|----|------|
| Dec. 26, | By | Int. on G.R.Gilley note, omitted in former settlement,        | \$ | 7.43 |
| Aug. 14, | "  | Int. on note vs. W.J.Fleenor, omitted in former settlement,   |    | 4.42 |
| July 8,  | "  | Amt. rec'd from J.L.Pennington, omitted in former settlement, |    | .90  |

1896,

|           |   |                                                                                   |  |        |
|-----------|---|-----------------------------------------------------------------------------------|--|--------|
| April 23, | " | Amt. rec'd on Dan Byington note, omitted in former settlement,                    |  | 2.35   |
| — —,      | " | Amt. rec'd from L.C.Shelburn, on mule from Johnson, omitted in former settlement, |  | 40.00  |
| Feb. 16,  | " | Amt. rec'd from Dan Byington on note, not included in former settlement,          |  | .30    |
| Sept. 12, | " | Amt. rec'd from J.F.Witt, for corn &c.,                                           |  | 94.29  |
| Oct. 17,  | " | " " on wheat sold, 11 3/4 bu. @ 65¢.,                                             |  | 7.63   |
| Nov. 7,   | " | " " from J. McQueen, rent,                                                        |  | 1.00   |
| " 20,     | " | " " J. McQueen, "                                                                 |  | 1.00   |
| " 25,     | " | " " wheat sold,                                                                   |  | 3.90   |
| Dec. 17,  | " | " " Geo. Williams,                                                                |  | 2.00   |
| " 18,     | " | " " J. McQueen, rent,                                                             |  | 1.00   |
| " 19,     | " | " " J.F.Skaggs,                                                                   |  | 3.00   |
| " 19,     | " | " " J. McQueen, rent,                                                             |  | 1.00   |
| " 26,     | " | " " H.B.Graham,                                                                   |  | 118.00 |

1897,

|          |   |                               |  |        |
|----------|---|-------------------------------|--|--------|
| Jan. 1,  | " | " " Samuel Tritt,             |  | 879.35 |
| " 2,     | " | " " Sidney Stewart,           |  | 8.75   |
| " 13,    | " | " " Tom Burk,                 |  | 2.62   |
| " 27,    | " | " " Pennington Milling Co.,   |  | 13.15  |
| Feb. 15, | " | " " G.R.Gilley on note,       |  | 60.00  |
| " 15,    | " | " " Interest on above note,   |  | 14.45  |
| Mar. 1,  | " | " " John Parsons for wheat,   |  | 1.00   |
| " 2,     | " | " " A.F.Parsons on rent,      |  | 23.75  |
| Apr. 19, | " | " " Johnson for old wagons,   |  | 36.00  |
| " 27,    | " | " " Will Zion,                |  | .25    |
| " 29,    | " | " " Allen J.Martin, on rent,  |  | 10.00  |
| May 18,  | " | " " J.A.G.Hyatt for corn,     |  | 36.47  |
| June 8,  | " | " " Corn sold,                |  | 1.70   |
| July 3,  | " | " " John Parsons on note,     |  | 1.90   |
| " 20,    | " | " " C.E.Johnson on notes &c., |  | 755.39 |
| Aug. 4,  | " | " " J. McQueen,               |  | 14.00  |
| Oct. 5,  | " | " " W.D.Zion on note,         |  | 14.05  |
| Nov. 27, | " | " " Cash on short corn,       |  | 2.20   |

1898,

|         |   |                         |  |        |
|---------|---|-------------------------|--|--------|
| Jan. 6, | " | " " H.B.Graham on note, |  | 112.00 |
| Apr. 2, | " | " " Old lumber,         |  | 5.50   |

" TOTAL rec'pts included in this settlement, \$2280.75



The Estate of M.C.Parsons, Dec'd,  
In Acct. with

Russell & Jessee, Admrs.,

Dr.

|                                                                         |     |                                                  |            |         |  |        |                  |  |  |
|-------------------------------------------------------------------------|-----|--------------------------------------------------|------------|---------|--|--------|------------------|--|--|
| <u>1896,</u>                                                            |     |                                                  |            |         |  |        |                  |  |  |
| Oct.                                                                    | 1,  | To Bal. due Admrs. on settlement filed this day, | \$         | 1087.81 |  |        |                  |  |  |
| "                                                                       | "   | " Error against Admrs. in above settlement,      |            | 10.60   |  |        |                  |  |  |
| <u>1895,</u>                                                            |     |                                                  |            |         |  |        |                  |  |  |
| July                                                                    | 9,  | " Amt. paid J.Morgan Couk,                       | See Vouch. | 1,      |  | 5.85   |                  |  |  |
|                                                                         |     | " " " S.E.Shelburn,                              | " "        | 2,      |  | 9.30   |                  |  |  |
|                                                                         |     | " " " W.V.Litton,                                | " "        | 3,      |  | 12.50  |                  |  |  |
| <u>1896,</u>                                                            |     |                                                  |            |         |  |        |                  |  |  |
| Feb.                                                                    | 19, | " " " F.H.Myres, taxes,                          | " "        | 4,      |  | .90    |                  |  |  |
| May                                                                     | 21, | " " " Southwest Virginian,                       | " "        | 5,      |  | 1.00   |                  |  |  |
| June                                                                    | 6,  | " " " Tobe Hughes,                               | " "        | 6,      |  | 3.90   |                  |  |  |
| "                                                                       | 24, | " " " H.A.Yeary,                                 | " "        | 7,      |  | 1.00   |                  |  |  |
| July                                                                    | 20, | " " " Tobe Hughes,                               | " "        | 8,      |  | 4.60   |                  |  |  |
| Sept.                                                                   | 12, | " " " J.F.Witt,                                  | " "        | 9,      |  | 94.29  |                  |  |  |
| Nov.                                                                    | 20, | " " " M.B.Carnes,                                | " "        | 10,     |  | 26.95  |                  |  |  |
| "                                                                       | 25, | " " " C.E.Johnson, Rec.,                         | " "        | 11,     |  | 25.00  |                  |  |  |
| Dec.                                                                    | 14, | " " " M.B.Carnes,                                | " "        | 12,     |  | 6.38   |                  |  |  |
| <u>1897,</u>                                                            |     |                                                  |            |         |  |        |                  |  |  |
| Jan.                                                                    | 1,  | " " " D.C.Sewell,                                | " "        | 13,     |  | 31.58  |                  |  |  |
| "                                                                       | 2,  | " " " C.E.Johnson, Rec.,                         | " "        | 14,     |  | 250.00 |                  |  |  |
| "                                                                       | 2,  | " " " J.L.Pennington,                            | " "        | 15,     |  | .74    |                  |  |  |
| "                                                                       | 4,  | " " " J.A.G.Hyatt, Guar.,                        | " "        | 16,     |  | 600.00 |                  |  |  |
| "                                                                       | 6,  | " " " Taxes,                                     | " "        | 17,     |  | 3.75   |                  |  |  |
| "                                                                       | 8,  | " " " S.E.Shelburn,                              | " "        | 18,     |  | 4.00   |                  |  |  |
| "                                                                       | 9,  | " " " Pennington Bros.,                          | " "        | 19,     |  | 50.00  |                  |  |  |
| Feb.                                                                    | 18, | " " " J.A.Hurst,                                 | " "        | 20,     |  | 2.35   |                  |  |  |
| Mar.                                                                    | 1,  | " " " Pennington Bros.,                          | " "        | 21,     |  | 144.32 |                  |  |  |
| "                                                                       | 6,  | " " " C.E.Johnson, Rec.,                         | " "        | 22,     |  | 50.00  |                  |  |  |
| Apr.                                                                    | 19, | " " " Si Young,                                  | " "        | 23,     |  | .28    |                  |  |  |
| "                                                                       | 29, | " " " C.E.Johnson, Rec.,                         | " "        | 24,     |  | 50.00  |                  |  |  |
| May                                                                     | 8,  | " " " S.M.Johnson,                               | " "        | 25,     |  | .98    |                  |  |  |
| "                                                                       | 18, | " " " x J.A.G.Hyatt,                             | " "        | 26,     |  | 36.47  |                  |  |  |
| June                                                                    | 7,  | " " " L.M.Carmical,                              | " "        | 27,     |  | 5.00   |                  |  |  |
| "                                                                       | 10, | " " " C.E.Johnson, Rec.,                         | " "        | 28,     |  | 170.00 |                  |  |  |
| "                                                                       | 19, | " " " J.S.Garrison,                              | " "        | 29,     |  | 2.80   |                  |  |  |
| July                                                                    | 20, | " " " C.E.Johnson, Rec.,                         | " "        | 30,     |  | 755.39 |                  |  |  |
|                                                                         |     | " " " F.H.Myres, taxes,                          | " "        | 31,     |  | .90    |                  |  |  |
| Nov.                                                                    | 27, | " " " M.B.Carnes,                                | " "        | 32,     |  | 33.33  |                  |  |  |
| <u>1898,</u>                                                            |     |                                                  |            |         |  |        |                  |  |  |
| Jan.                                                                    | 8,  | " " " S.V.F.Richmond,                            | " "        | 33,     |  | 15.00  |                  |  |  |
| "                                                                       | 8,  | " " " Brit Lundy,                                | " "        | 34,     |  | .50    |                  |  |  |
| "                                                                       | 14, | " " " J.A.G.Hyatt, Guar.,                        | " "        | 35,     |  | 100.00 |                  |  |  |
| "                                                                       | 26, | " " " James Tritt,                               | " "        | 36,     |  | .50    |                  |  |  |
| Feb.                                                                    | 16, | " " " W.P.Wood,                                  | " "        | 37,     |  | .50    |                  |  |  |
| Mar.                                                                    | 14, | " " " Taxes,                                     | " "        | 38,     |  | 7.63   |                  |  |  |
| "                                                                       | 14, | " " " Transferring land,                         | " "        | 39,     |  | 1.00   |                  |  |  |
| Apr.                                                                    | 20, | " " " H.C.Joslyn,                                | " "        | 40,     |  | 2.50   |                  |  |  |
| " 10% Commission on \$2280.75, amt. of recp'ts since former settlement, |     |                                                  |            |         |  |        |                  |  |  |
|                                                                         |     |                                                  |            |         |  |        | 228.07           |  |  |
| <u>TO TOTAL disbursements since former settlement, including</u>        |     |                                                  |            |         |  |        |                  |  |  |
| Commissions on this and former settlement,                              |     |                                                  |            |         |  |        | \$3837.07        |  |  |
| <u>BY TOTAL recp'ts reported in this settlement,</u>                    |     |                                                  |            |         |  |        |                  |  |  |
| <u>TO Balance due Admrs., as per this settlement,</u>                   |     |                                                  |            |         |  |        | <u>\$1556.32</u> |  |  |



Estate of M. C. Parsons,  
In Acct. with  
Russell & Jesse, Admsrs.

"Statement 2."

—1556.32—



oooooooooooooooooooooooooooo  
oo COMMISSIONER'S REPORT.oo  
oooooooooooooooooooooooooooo

R.L.Pennington, Admr., )  
vs. ) IN CHANCERY.  
Russell & Jessee, Admr., )

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To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned Special Commissioner submits this report, which is a supplemental report of the settlement of the administration account of J.C.Jessee, surviving administrator of Russell & Jessee, Admr. of the estate of M.C.Parsons, dec'd.

Page Three of this report is a statement showing amount received by administrator since former reports filed in this cause. This statement shows amount received by administrator up to March 1, 1900, not included in former settlements, of \$9573.57.

Pages Four and Five show the amount of disbursements by the administrator since last settlement, including \$1556.32, amount due him as per settlement filed May 26, 1898, and \$957.35, which is 10% commission on \$9573.57, amount of receipts reported on page three. On striking the balance of this settlement it will be seen that the estate is due the administrator, J.C.Jessee, at the close of this settlement, ~~\$1894.54~~.

It will be seen from statement "S", which is a statement of solvent and doubtful notes in the hands of the administrators, as reported in former report, that there is a note against Levi Napier and Eph Burgan, as of Nov.1,1896, amounting to \$17.93. On this note the administrator reports that he can collect only the sum of \$5.50 ---said Napier and Burgan being able to show that they do not owe, or have paid, the residue of said note.

It will also be seen from statement "S", that there went into the hands of the administrators eight notes against one R.H.Sage, amounting in the aggregate, as of Nov.1,1896, to \$331.02. These notes the administrator has been unable to collect, but has brought suit and sold the lands of the said Sage, which, at public auction, brought the sum of \$200.00, including costs and commissions. So it is more than likely that the administrator will not be able to collect the whole of this debt.



On the note against W.R.Clawson, reported as doubtful in statement "D", the administrator has collected the sum of \$150.05, which is probably all of this debt that he will be able to collect.

In these settlements it will be seen, that on Feb.20, 1896, this estate was due the administrators the sum of \$1345.26; on Oct.1, 1896, it was due the administrators the sum of \$1087.81; on May 26, 1898, it was due the administrators the sum of \$1556.32; and at the close of this settlement, as of March 1, 1900, it is due the administrators the sum of **\$1894.54**. On none of these balances has your commissioner given the administrators any interest, owing to the unusually large commission given them (10%) for the management of this estate.

Respectfully submitted this Feb.23, 1900.

*A. M. Lewis,*  
.....  
Special Commissioner.

+++++

*See statements of receipts and disbursements following.*

*H*



The Estate of M.C.Parsons, Dec'd,  
In Acct. with

J.C.Jessee, Admr.,

Cr.

| <u>1898,</u>                        |     |    |               |                                                  |                  |
|-------------------------------------|-----|----|---------------|--------------------------------------------------|------------------|
| May                                 | 9,  | By | Amt. rec'd of | J.F.Witt, short corn,                            | \$ 3.24          |
| June                                | 30, | "  | "             | " Joe Lawson, old lumber,                        | 6.00             |
| July                                | 8,  | "  | "             | " Clawson Est.,                                  | 69.15            |
| "                                   | 23, | "  | "             | " Rent on "Happy Land"Parsons place,             | 2.00             |
| Aug.                                | 13, | "  | "             | " H.Nicoll, on Knob farm,                        | 1354.20          |
| Sept.                               | 19, | "  | "             | " E.S.Loyd, on due bill,                         | 20.00            |
| Nov.                                | 21, | "  | "             | " H.R.Graham, on note,                           | 106.00           |
| Dec.                                | 3,  | "  | "             | " W.M.Cooper, on corn note,                      | 7.81             |
| "                                   | 17, | "  | "             | " Knob Farm,                                     | 1542.93          |
| "                                   | 22, | "  | "             | " H.J.Russell, on note,                          | 6.38             |
| "                                   | 24, | "  | "             | " T.G.Johnson, corn note,                        | 18.00            |
| "                                   | 31, | "  | "             | " John Evans, corn note,                         | 18.78            |
| <u>1899,</u>                        |     |    |               |                                                  |                  |
| Feb.                                | 11, | "  | "             | " D.S.Litton, straw stack,                       | 10.75            |
| Mar.                                | 6,  | "  | "             | " W.M.Cooper, bal. on note,                      | 7.80             |
| "                                   | 11, | "  | "             | " R.J.Wood & Sons, corn note,                    | 45.38            |
| Apr.                                | 24, | "  | "             | " Rent Wheat,                                    | 42.49            |
| July                                | 14, | "  | "             | " W.D.Zion, on corn,                             | 8.00             |
| Aug.                                | 10, | "  | "             | " W.D.Zion. on corn,                             | 7.00             |
| Oct.                                | 21, | "  | "             | " Proceeds of Nicoll notes,                      | 4380.64          |
| Nov.                                | 3,  | "  | "             | " Pennington Bros., on J.L.Penn-<br>ington land, | 265.45           |
| "                                   | "   | "  | "             | " Pennington Bros., on W.R.Claw-<br>son debt,    | 80.90            |
| Nov.                                | 10, | "  | "             | " Levi Napier, on note,                          | 5.50             |
| Dec.                                | 15, | "  | "             | " Harris, on corn note,                          | 8.00             |
| "                                   | 16, | "  | "             | " James Daugherty, on corn note,                 | 8.21             |
| <u>1900,</u>                        |     |    |               |                                                  |                  |
| Jan.                                | 2,  | "  | "             | " J.P.Kelly, on corn note,                       | 8.49             |
| "                                   | "   | "  | "             | " H.Nicoll, on Knob farm,                        | 1100.00          |
| "                                   | "   | "  | "             | " H.Nicoll, interest on foregoing<br>note,       | 8.43             |
| "                                   | "   | "  | "             | " H.Nicoll, interest on Knob debt,               | 201.00           |
| "                                   | "   | "  | "             | " Chas. Garrison, on corn,                       | 16.00            |
| "                                   | 22, | "  | "             | " H.Nicoll, cost in suit of Par-<br>sons Admr.,  | 37.10            |
| Feb.                                | 20, | "  | "             | " C.F.Flanary, for corn,                         | 94.85            |
| "                                   | "   | "  | "             | " A.L.Loyd, for corn,                            | 59.09            |
| "                                   | "   | "  | "             | " Carter & Garrison, for corn,                   | 24.00            |
| <u>RECEIPTS TO MARCH 1st, 1900,</u> |     |    |               |                                                  | <u>\$9573.57</u> |



In Acct. with

Dr.

TO THIS AMOUNT FORWARD.

**\$9618.47**



|                                                                        |     |                               |                   |                                                                              |             |
|------------------------------------------------------------------------|-----|-------------------------------|-------------------|------------------------------------------------------------------------------|-------------|
|                                                                        |     | TO THIS AMOUNT BRO'T FORWARD, |                   |                                                                              | \$ 9618.47  |
| 1900,                                                                  |     |                               |                   |                                                                              |             |
| Jan.                                                                   | 18, | To Amt. paid J.F.Witt,        | See Voucher "60", |                                                                              | 64.30       |
| "                                                                      | 19, | " " " Orr & Blankenship,      | " " "61",         |                                                                              | 10.70       |
| "                                                                      | "   | " " " C.T.Duncan,             | " " "62",         |                                                                              | 15.00       |
| "                                                                      | "   | " " " C.T.Duncan, Cost,       | " " "63",         |                                                                              | 28.24       |
| "                                                                      | "   | " " " H.C.Joslyn,             | " " "64",         |                                                                              | 9.75        |
| "                                                                      | "   | " " " H.C.Joslyn,             | " " "65",         |                                                                              | 4.50        |
| "                                                                      | 23, | " " " H.L.Woodward,           | " " "66",         |                                                                              | 6.00        |
| "                                                                      | "   | " " " A.B.Munsey,             | " " "67",         |                                                                              | 58.88       |
| "                                                                      | "   | " " " H.C.Wade, Guar.,        | " " "68",         |                                                                              | 200.00      |
| "                                                                      | 24, | " " " H.C.Wade, Guar.,        | " " "69",         |                                                                              | 74.00       |
| "                                                                      | "   | " " " Rebecca Wampler, Dist., | " " "70",         |                                                                              | 137.00      |
| "                                                                      | 27, | " " " Eva Russell, Dist.,     | " " "71",         |                                                                              | 137.00      |
| Feb.                                                                   | 14, | " " " W.D.Zion,               | " " "72",         |                                                                              | 4.00        |
| "                                                                      | 20, | " " " G.W.Parsons, Dist.,     | " " "73",         |                                                                              | 75.00       |
| "                                                                      | 21, | " " " A.M.Goins, Comr.,       | " " "74",         |                                                                              | 15.00       |
| "                                                                      | 26, | " " " J.A.G.Hyatt, Assignee,  | " " "75",         |                                                                              | 7.56        |
| "                                                                      | "   | " " " J.A.G.Hyatt, Assignee,  | " " "76",         |                                                                              | 43.36       |
|                                                                        |     |                               |                   | To 10% Commission on \$9573.57, amt. of recp'ts reported in this settlement, | 957.35      |
| TO TOTAL Disbursements in this settlement, in cluding Commissions &c., |     |                               |                   |                                                                              | \$ 11468.11 |
| BY TOTAL Recp'ts reported in this settlement,                          |     |                               |                   |                                                                              | 9573.57     |
| TO Balance due Admr., as per this settlement,                          |     |                               |                   |                                                                              | \$ 1894.54. |



R. L. Pennington, Admr.,  
vs. { Comrs Supplemental  
report of Administration  
Account.

Russell & Jessee, Admsrs.

Filed Feb. 23, 1900.

A. B. Mursey Clerk

Statement "3."

\$1894.54.

Comrs Fee \$12.00



R.L.Pennington, Admr. &c. )  
vs. ) IN CHANCERY.  
Russell & Jessee, Admr. et al.)

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee  
County, Virginia:

The undersigned submits this report on re-hearing of judgment of George A.Crabtree vs. J.L.Pennington, M.C.Parsons, G.W.Peters and James Carter, which said judgment was listed as a debt against the estate of M.C.Parsons in report filed May 24th, 1897.

The evidence submitted by both sides is herewith filed marked "Depositions".

It will be seen, by inspection of the evidence, that no contention is made as to the validity of said judgment. It is contended that there are other payments which should be placed upon said judgment than those allowed by the commissioner in report filed May 24th, 1897. One of the payments claimed, that of \$11.00 for hogs to Geo.A.Crabtree, is admitted. The \$30.00, claimed to have been paid by John L.Pennington on the 19th day of August, 1895, to Geo.A.Crabtree or B.H.Sewell, as a credit on said judgment, is controverted. Mr.Crabtree and Mr.Sewell both swear positively that Mr.Pennington did not pay them the \$30.00. Mr.Pennington says he forgets whether he paid it to Mr.Crabtree or to Mr.Sewell. The evidence of Mr.Pennington, in the mind of your commissioner, fails to preponderate, hence he does not think said \$30.00 should be allowed as a credit on said judgment.

Your commissioner files herewith, as part hereof, two statements, or calculations, giving the balance due on said judgment as claimed by each of the parties. Calculation "1" is in accordance with the claims of Crabtree, and shows a balance due of \$144.62, as of Nov. 8th, 1899. Calculation "2" is in accordance with the claims of Pennington, and shows a balance due of \$107.71, as of Nov. 8th, 1899. Your commissioner thinks the evidence is in favor of Calculation "1", and so reports.

But the principal contention before your commissioner, and the one which has given most trouble, is that raised by the petitioner,



J.C.Jessee, Admr.&c. It is claimed by said petitioner that by reason of the release of the property on the 19th of August, 1895, as shown by deposition of M.R.Kirk, said property being amply sufficient to satisfy said judgment, and said release being made by Geo.A.Crabtree without the knowledge and consent of the sureties, thereby releases them from all responsibility. If this contention stood alone, and was supported by the proof, your commissioner would not hesitate to report that the sureties should be released. But why the property was released--whether from reason of agreement with Crabtree, as stated by Pennington, or from reason of refusal on part of Crabtree to give the indemnifying bond demanded by the deputy sheriff--your commissioner is hardly able to say from the evidence. If the property was released by the deputy sheriff by reason of the refusal on the part of Crabtree to give the indemnifying bond, then, under the law, your commissioner knows no reason why the sureties should be released. The deputy sheriff himself says the release "M.K.", filed with his deposition, was given by Crabtree in answer to his demand for an indemnifying bond. If this be the reason, then the sureties are not released from the payment of said judgment, and your commissioner so reports.

Your commissioner files herewith the evidence which has governed him in this report, hoping that if he has erred in any particular the better judgment of the court will correct the error.

Respectfully submitted, this Oct. 28. 1899.

.....*A. M. Goins*.....

Special Commissioner.

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Fee for this Report \$ 15<sup>00</sup>/<sub>100</sub>

Fee charged to

*J. C. Jessee, Admr. &c.*

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 20 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 28 day of October, 1899.

.....*A. M. Goins*.....

Special Commissioner.



This report is accepted  
because it does not report in  
favor of the release of the sureties  
b. 14 1899 A. L. Pennington

R. L. Pennington, Admr.  
vs. } Cour's Report  
on Judgment  
of Geo. A. Crabtree.

Russell & Jesse, Admr. &c.  
et al.

Report Filed Oct. 28, '99.

A. B. Muncy Clerk

Cour's Fee, \$15<sup>00</sup>.



COMMISSIONER'S REPORT.

R.L.Pennington, Admr., )  
vs. ) IN CHANCERY.  
Russell & Jessee, Admr., )

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To the Hon. W.T.Miller, Judge of the Circuit Court for Lee County, Virginia.

Your undersigned Special Commissioner, appointed by a decree entered in the above styled cause at the Nov. term, 1897, after having given notice of the time and place of his sitting, as required by the aforesaid decree, proceeded on the 1st day of Feb., 1898, and on subsequent days thereafter, by adjournment from day to day and time to time, to comply with the order of the court.

Your Commissioner is directed by the foregoing decree as follows: "And it is further adjudged, ordered and decreed, that A.M. Goins, after having given the said Russell & Jessee five days notice, and after posting notice of his sitting for at least fifteen days at the front door of the Courthouse of Lee County, will take and ascertain an account, and report, any other valid claims against the estate of the said M.C.Parsons; and he will also make another settlement of the account of said Russell & Jessee, Admr., taking up the account where last reports leave off, charging them with such sums as they have since received, and giving them credit for such sums as they have properly paid out. He will report any other matter deemed pertinent by himself, or requested by any one in interest, to the proper settlement of said estate."

Your Commissioner reports that he gave the notices as required by the foregoing decree, as will be seen from a copy of same herewith annexed marked "N", and the result of his settlement of the account of Russell & Jessee, Admr., he herewith files, as part hereof, marked "Statement 2". In making this statement your Comr., as directed by the court, took up the account of the Administrators where it left off in former reports, charged them with such sums as they have since received, and gave them credit for such sums as they have properly paid out, as shown by the vouchers herewith.

Your Commissioner will state that this settlement has been made wholly with J.C.Jessee, survivor of Russell & Jessee, Admr., said Russell having departed this life during the pendancy of this acct. before your commissioner, and before he had an opportunity to make



this settlement.

Your Commissioner reports, in compliance with that part of the decree that requires him to report, "any other valid claims against the estate of the said M.C. Parsons", that no new claims have been exhibited before him; but the claim of Nimrod Poteet, which was introduced during the pendency of a former report before your Comr., and several depositions taken in support of same, but which was laid over for incompleteness of proof, was again brought up on this sitting, and numerous deposition have been taken at odd times, as the parties would bring forward their witnesses. This matter has been postponed by your commissioner at the request of the Administrators, claiming that they had still another witness whose deposition they desired to take, but this witness has not yet been brought forward, and your commissioner cannot defer the matter longer, and report in time for the next term of your honors court; so he passes his report on this branch of the case, and submits his report of settlement with the Administrators.

Respectfully submitted &c.

A. M. Goins,  
Special Commissioner.

Fee for this Report \$ 10.00

Fee charged to Russell & Jesse, Admins.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 14 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 26 day of May, 1898.

A. M. Goins,  
Special Commissioner.



R.L.Pennington, Admr., Complt., )  
vs. ) In Chancery.  
H.J.Russell et al., Defts. )

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EXTRACT FROM DECREE.

Virginia:

At a Circuit Court continued and held for Lee County at the Courthouse thereof, on Wednesday the 10th day of November 1897.

"This cause came on this day &c." \*\*\*\*\*

"And it is further adjudged ordered and decreed, that A.M. Goins, after having given the said Russell & Jessee five days notice, and after posting notice of his sitting for at least fifteen days at the front door of the Courthouse of Lee County, will take and ascertain an account, and report to the Court, any other valid claims against the estate of the said M.C. Parsons; and he will also make another settlement of the account of said Russell & Jessee, Admr., taking up the account where last reports leave off, charging them with such sums as they have since received and giving them credit for such sums as they have properly paid out. He will report any other matter deemed pertinent by himself, or requested by any one in interest, to the proper settlement of the said estate. And this cause is continued".

A Copy Teste:

A.B. Munsey  
Clerk.

\*\*\*\*\*

COMMISSIONER'S NOTICE.

All parties interested in the decree from the foregoing is an extract, will take notice that, on the first day of February, 1898, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the Court. This January 10th 1898.

A.M. Goins,  
Special Commissioner.

"It"



R. L. Pennington, Admr.  
vs. { In lch.

H. J. Russell, et al.

Comr's Notice,  
To 1<sup>st</sup> Day of Feb.,  
1898.

Mailed a copy of the  
within notice to H. J.  
Russell and J. C. Jesse,  
Admr., on Jan. 11, 1898.  
A. M. Givins,  
Special Comr.



R. L. Pennington, Admrs.  
25 { Comrs Supplement  
{ to Report.

Russell & Jessee, Admrs.

Filed May 26, 1898,  
A. B. Munsey, Clk

Fee \$10.00



COMMISSIONER'S REPORT.

R.L.Pennington, Admr., )  
vs. )- - - IN CHANCERY.  
Russell & Jessee, Admrs., )

\*\*\*\*\*

To the Hon.W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned commissioner, appointed by a decree entered in the above styled cause at the Nov. term, 1897, after giving notice of the time and place of his sitting, as required by the terms of said decree, proceeded on the 1st day of Feb., 1898, and on divers other days thereafter up to the present, to comply with the requirements of said decree.

Your commissioner is directed by said decree: (1), To ascertain and report any valid claims against the estate of the said M.C.Parsons, dec'd, not previously reported; (2), To make additional settlement with Russell & Jessee, Admrs.; and (3), To report any other matter deemed pertinent by himself, or requested by any one interested.

In obedience to the foregoing decree your commissioner made settlement with Russell & Jessee, Admrs., and filed the same in this cause on the 26th day of May, 1898; but as one Nimrod Poteet, claiming himself to be a creditor of said estate, had filed before your commissioner a large and complicated account, the validity and justness of which was contested by the Administrators; your commissioner was forced, for want of time, to pass that part of your honor's order of reference requiring him to ascertain and report upon the validity of claims against said estate not previously reported upon, until after the June term, 1898, of your honor's court, in order to give the parties interested in said claim an opportunity to take evidence on same. And now, having taken and considered all evidence submitted, both pro and con, on said Poteet claim, and on such other claims as have been submitted before your commissioner, he here respectfully submits this his report on the matters referred to him, and not previously reported upon.

Your commissioner files herewith, as part hereof, statement "C", which is a list of such claims as have been submitted before him as he considers proper to allow. This statement shows additional indebtedness outstanding, as of Nov. 9, 1898, of \$80.92.  
( SEE STATEMENT "C", 5th page )



The claim filed against said estate by Nimrod Poteet your commissioner does not allow, and he considers it proper for him to here give his reasons for rejecting same:

The dealings between said Parsons and said Poteet are of long standing, varied and complicated. The beginning of said dealings, so far as the question before your commissioner relates, dates from August the 16th, 1890, when D.D.Hall and said Poteet purchased from said Parsons a saw-mill, executing therefor their joint note for the sum of \$1250. During the time said Hall and Poteet were joint owners of said mill they had certain dealings with and did certain work for said Parsons, Poteet's one-half interest of which on settlement amounted to \$111.43. (See deposition of D.D.Hall). In Dec., 1890, Hall sold back to Parsons his one-half interest in said mill, and Parsons sold said interest to one M.Z.Parsons. While M.Z.Parsons and Poteet were joint owners of said mill they did a large amount of sawing for said M.C.Parsons, Poteet's one-half interest for said sawing amounting to the sum of \$312.50. (See deposition of M.Z.Parsons). In the spring or summer following the sawing for Parsons, Poteet exchanged his one-half interest in said mill to J.K.P.Graham for an interest in a still house, Parsons releasing a lien he held on said mill for the purchase price of Poteet's interest therein, by Poteet executing to him a note with security for \$450, and he (Parsons) taking Graham for \$75 of the original price for which Poteet was bound to him on said mill. The \$450 note was executed August 15th, 1891.

Now the \$312.50 item is the chief contention before your commissioner in this investigation. It is admitted by counsel for Poteet that the \$111.43 item was settled at the time or before the execution of the \$450 note, but they contend that the \$312.50 item was not settled at that time or at any other. If the \$312.50 item was settled at the time of the execution of said note, or prior thereto, then your commissioner is right in not allowing the claim filed by said Poteet against said estate; but if said item was not settled at that time, or prior thereto, then your commissioner is probably wrong and said Poteet should be entitled to a recovery against said estate.

Your commissioner is of the opinion that the execution of the



\$450 note was a settlement of all dealings between Parsons and Poteet up to August the 15th, 1891.

And now as to the reasons for your commissioner's opinion: M.Z. Parsons says the settlement was made "over at Poteet's, and Mr. McNiel settled for us &c." A.C. McNiel says he made a settlement for Parsons and Poteet, he thinks in June before he left the distillery. D.D. Hall says after the yard was sawed Parsons and Poteet hired him to go and measure the lumber for them. W.R. Poteet says "Squire McNiel made the settlement between M.Z. Parsons and my father, who were then in partnership, and the sawing was done for M.C. Parsons. The part of each of them, as I understood from the settlement, was \$312.50". Your Commissioner thinks it clearly shown that the settlement as to the \$312.50 was made by Squire McNiel, and that he made it in the month of June, 1891, or earlier. (See deposition of McNiel; also Poteet's book, as to when McNiel's charges cease and Garrett's begin). Yet the \$450 note, with security, was not executed untill the 15th day of August, 1891, following the sawing transaction. It hardly seems in keeping with the ordinary modes of dealing between man and man that Poteet, a man of limited means, hard pressed for money, would have gone to the trouble of looking up security and executing his note to Parsons for the sum of \$450, knowing at the time he did it that Parsons owed him the sum of \$312.50, a sum definitely ascertained by previous settlement between them. Again, it hardly seems in keeping with the ordinary modes of dealing between man and man that Poteet, a poor man, hard pressed for money, would have held off and waited on Parsons, a man of wealth and in easy circumstances, for a debt of \$312.50, for which he did not even have a note, and not only at the same time execute to Parsons a note with security for the sum of \$450, but even later, as late as Sept. 27, 1892, execute a deed of trust on his little home to make more secure said \$450 note, and all this time say nothing about the \$312.50, which Parsons owed him on the saw bill. Hence your commissioner arrives at the opinion that the \$312.50 item was settled at the time, or prior, to the execution of the \$450 note.

So, having arrived at the foregoing opinion, your commissioner begins with \$450 note, and endeavors to ascertain the true financial standing of said Poteet with said estate. He files herewith, as part



hereof, statement "A", which shows the standing of said Poteet with said estate, as it appears to your commissioner from the evidence before him.

It will be seen from an inspection of said statement "A", that your commissioner has charged said Poteet with the following items: The \$450 note, \$12, \$9, \$10, \$13, and \$175.24 amount paid P.V. Bank on the \$228.27 note for which Parson was security. It will also be seen that your commissioner has given said Poteet credit for \$42.07, liquor account kept by McNiell and orders; \$276.77, liquor account kept by Garrett and orders; \$5 for liquor bought by Harve Cecil and Parsons; \$100, the amount received by Parsons from A.M. Brown. The items of \$12, \$9, \$10, and \$13, with which your commissioner charges said Poteet, are taken from said Poteet's claim filed herewith. Your commissioner gives said Poteet credit for the whole of his accounts kept by McNiell and Garrett, which under strict legal rules should not be done, for in several instances in the accounts kept by these gentlemen we find charges made for whiskey sold on orders, when the orders, the best evidence, are not produced. As to the item of \$100, "Ant. pd. you A.M. Brown note", your commissioner allows this item as claimed by said Poteet in his account; but had your commissioner been left to the evidence of A.M. Brown, a witness introduced by Poteet, and to the receipt of said Parsons in his lifetime written on the margin of the deed of trust in deed book 29, pp. 25-27, he would have given credit for \$225, and interest on same from June 24, 1892. But as said Poteet has only claimed \$100 in his account, your commissioner holds that he is only entitled to recover that amount. Should the court be of opinion that he is entitled to a credit for the \$225, with interest, then there should be deducted from "Bal. Poteet due Est. Nov. 9, 1898, \$336.44", the sum of \$165.31, which would leave "Bal. Poteet due Est. Nov. 9, 1898" \$171.13, in stead of \$336.44.

That part of the account of said Poteet not in the hand writing of McNiell or Garrett, your commissioner does not think sufficiently proven, hence he gives no credit for same.

And now having fully considered all matters before him, your commissioner respectfully submits this his report.

This Oct. 17, 1898.

*A. M. Gouss,*

Special Commissioner.

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The Estate of M.C.Parsons, Dec'd,  
In Acct. With,  
His Creditors.

|                                                   |         |    |       |
|---------------------------------------------------|---------|----|-------|
| -----                                             |         |    |       |
| To order of Carr Bailey to M.C.Parsons to pay     |         |    |       |
| Wm.G.Hart \$36.00 for hauling logs through        |         |    |       |
| said Bailey's land. Order dated Oct. 5, '94,      |         |    |       |
| and accepted by Admsr. June 17, '95. See          |         |    |       |
| order &c. marked "B", . . . . .                   |         |    |       |
|                                                   | \$36.00 |    |       |
| To Int. from Oct.5, '94, to Nov.9, '98, . . . . . | 8.84    | \$ | 44.84 |
| -----                                             |         |    |       |
| To fee bill of A.B.Muncy. See same marked "M", \$ |         |    |       |
|                                                   | 4.72    |    | 4.72  |
| -----                                             |         |    |       |
| To judgment in favor of Spence Yearly, rendered   |         |    |       |
| Dec. 28, 1895, with interest from date, See       |         |    |       |
| judgment marked "C", . . . . .                    |         |    |       |
|                                                   | \$19.35 |    |       |
| To Int. on same to Nov. 9, 1898, . . . . .        | 3.32    |    |       |
| " Cost before J.P., . . . . .                     | 3.80    | \$ | 26.47 |
| -----                                             |         |    |       |
| To acct. of Jeff Lovel, accepted by Admsr. Dec.   |         |    |       |
| 28, 1895, . . . . .                               |         |    |       |
|                                                   | 4.19    |    |       |
| " Int.same to Nov. 9, 1898, . . . . .             | .70     | \$ | 4.89  |
| To TOTAL Indebtedness per this Statement, . . .   |         | \$ | 80.92 |
| =====                                             |         |    |       |

Fee for this Report \$ 22.50

Fee charged to Russell + Jesse Admsr.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 30 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 17<sup>th</sup> day of October, 1898.

A. M. Goins,  
Special Commissioner.



A. L. Cunningham, Adv.  
 of the Treasury.  
 Russell & Grace, Advrs.  
 Supplemental Report  
 of Creditors. See p. 5.  
 Filed October 21st 1898  
 A. J. Munnery Clerk

Court fee \$22.50

The report and statement therewith  
 of Camer Goins is expected to be  
 turned out because said  
 Comr. refused to allow to the  
 said Potit a credit of \$312.50  
 on the note of \$400 mentioned in  
 the evidence — and it is further  
 expected to for other failures to  
 allow sums to allow. The said  
 Potit \$225.00 instead of \$100.00 paid by the  
 B. T. Duncanson &  
 Co. Blankenship  
 for Potit.



COMMISSIONER'S SUPPLEMENTAL REPORT.

R.L.Pennington, Admr.,

vs.

Russell & Jessee, Admrs., et al.

} IN CHANCERY.

To the Hon. W.T.Miller, Judge of the Circuit Court  
ty, Virginia.

Since filing his report in this cause on the  
1896, your commissioner has been requested to make re  
ment in favor of W.F.Hobbs vs. J.C.Jessee & H.J.Russell,  
to which his attention had not been previously called.

Said judgement is as follows:-

|                                                     |                |
|-----------------------------------------------------|----------------|
| Rendered at June term, 1896, for . . . . .          |                |
| Interest from Dec. 31, '93, to Nov. 1, '96, . . . . | 5.00           |
| Cost of suit, . . . . .                             | 55.94          |
| Total amt. of judgement, cost &c., . . . . .        | <u>\$57.00</u> |

This judgement seems to have been assigned by W.F.Hobbs to Orr, Blan-  
kenship & Ewing.

Respectfully submitted, this Oct. 21, 1896,

A. M. Goins,  
Special Commissioner.

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R. L. Pennington, Admr.

vs { Cour's Supplemental Rept.

Russell & Jesse, Admsrs. &c.  
et al.

Filed Oct. 21, 1896,

A. B. Munsey Clerk



COMMISSIONER'S SUPPLEMENTAL REPORT.

R.L.Pennington, Admr., Complt. )  
vs. ) IN CHANCERY.  
H.J.Russell et al., Defts. )

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To the Hon.W.T.Miller, Judge of the Circuit Court for Lee  
County, Virginia:

Your undersigned Special Commissioner, appointed by decree entered in the above styled cause at the March term, 1896, and to whom said cause was re-committed, by decree entered therein March 8th, 1897, for the purpose of reporting upon the validity of the claims of the petitioners, Geo.W.Zion and B.F.Thompson, and any other claims against the estate of M.C.Parsons, deceased, not previously reported upon in this cause, asks leave to report, that, after giving notice of the time and place of his sitting, as will appear from copy of notice hereto attached, proceeded on the 22nd day of April, 1897, at his office in the town of Jonesville, the time and place designated in said notice, and on subsequent days thereafter, by adjournment from day to day, to comply with the requirements of said decree, and the result of which he herewith respectfully submits.

Your Commissioner is directed by said decree of March 8, 1897, to re-open the account filed by him in this cause Oct.10, 1896, and to hear evidence and make report on the claims of the petitioners, Geo.W.Zion and B.F.Thompson, and any other claims against the estate of the said M.C.Parsons, deceased, not previously considered. In obedience to this requirement your commissioner files herewith Statement "S", which is a statement of the additional claims filed before him in this cause, and which he thinks proper to report. These claims reported in this statement are in the order of priority as represented by the value of the figures in the margine,(and this regards the claims reported both in this and in the former statement). The judgment of Geo.A.Crabtree against J.L.Pennington, M.C.Parsons, G.W.Peters and James Carter stands upon the records unsatisfied, and your commissioner is requested by the attorney for the plaintiff in said judgment to report same; but your commissioner is uninformed as to whether the other obligors in this judgment are solvent or not.



The claims of Geo.W.Zion, B.F.Thompson, and Geo.F.Clark, marked "2" in the margine of statement "S", are admitted by the administrators to be just and correct, and are consequently reported by your commissioner.

It will be seen that the total amount of the indebtedness reported in statement "S" is \$172.74, due as of June 7th, 1897.

All of which is respectfully submitted, this May 24, 1897.

A. M. Goins,  
Special Commissioner.

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Fee for this Report \$ 5.25

Fee charged to Plffs.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 7 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 24 day of May, 1897.

A. M. Goins,  
Special Commissioner.



SUPPLEMENTAL STATEMENT OF OUTSTANDING INDEBTEDNESS AGAINST THE ES-  
TATE OF M.C. PARSONS, DECEASED.

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |          |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------|
| "1/2." | To Bal. of judgment of G.A. Crabtree, on Forth-<br>coming Bond, vs. J.L. Pennington, M.C. Parsons,<br>G.W. Peters, and James Carter Judgment render-<br>ed at June term 1894, by Circuit Court, for<br>\$611.74, to be discharged by the payment of<br>\$305.87, with interest from April 21, 1894,<br>and \$5.13 cost. Plff's Atty. admits the fol-<br>lowing credits: Nov. 20, 1894, \$30.00; Dec.<br>15, 1894, \$100.00; May 13, 1895, \$70.00; and<br>\$2.50 Atty. fee. See calculation filed mark-<br>ed "Crabtree", | . . . . . | \$139.69 | \$139.69 |
| <hr/>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |          |
| "2."   | To Bal. on Acct. of Geo.W. Zion, due Oct. 1,<br>1894. Acct agreed to by Admrs., . . . . .                                                                                                                                                                                                                                                                                                                                                                                                                                 | 19.00     |          |          |
|        | ,, Interest on same to June 7, 1897, . . . . .                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 3.05      |          | 22.05    |
| <hr/>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |          |
| "2."   | To Acct. due B.F. Thompson Acct. agreed to<br>by Admrs., but without interest, . . . . .                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5.00      |          | 5.00     |
| <hr/>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |          |
| "2."   | To Acct. due Geo.F. Clark Acct. agreed to<br>by Admrs., . . . . .                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 6.00      |          |          |
|        | ,, Int. on same from Jan. 1, '95, to June 7, '97,                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | .87       |          | 6.87     |
| <hr/>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |          |
|        | To Total Amt. of this statement, as of June 7, '97,                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |          | \$172.74 |
| <hr/>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |          |

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\* Statement "S". \*  
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R.L.Pennington, Admr., Complt., )  
vs. ) In Chancery.  
H.J.Russell et al., Defts.

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EXTRACT FROM DECREE.

"And it appearing that it is proper to recommit this cause to the commissioner herein to make further report, it is adjudged, ordered and decreed that A.M.GOINS, special commissioner herein, shall re-open his account and hear evidence and make report to a future term of this court on the claims set up by said petitioners, and on any other claims against the estate of the decedent, M.C.Parsons, that be brought before him, not heretofore considered or reported on by him".

A Copy Teste:

A.B. Mursey,  
Clerk.

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COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 22nd day of April, 1897, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are requested to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This March 20, 1897.

A. M. Goins,  
Special Commissioner.

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R. L. Pennington, Admr.

vs { Notice of Court for Acct.

H. J. Russell et al.

For Apr. 22, 1897.

Legal service of the within  
notice is accepted. 4/3/97  
R. L. Pennington

Pennington Bros for  
H. J. Russell, Jr. James Adams  
& others, own right & Coar  
Russell & Ellen, execs.

Legal service of this no-  
tice is accepted this 12  
day of April 1897  
Attn. Atty. by  
G. L. Brown etty.

Copies of the within notice  
were mailed by me to Geo.  
H. Zion, B. F. Thompson, and  
to B. F. Drouin their Atty, and Zion  
and Thompson appeared before  
me in person on the day set  
in Notice Attn. Court.

With the order of the court. This March 30, 1897.  
Books, papers, vouchers, and evidence as will enable us to comply  
the same, when and where they are requested to attend, with each  
of my offices in the town of Jonesville, I shall proceed to execute  
as directed, will take notice that, on the 22nd day of April, 1897,  
the parties interested in the above have been given notice to appear.

Special Commissioner.



R. L. Pennington, Admin.

vs. { Comrs. Supplemental  
Report.

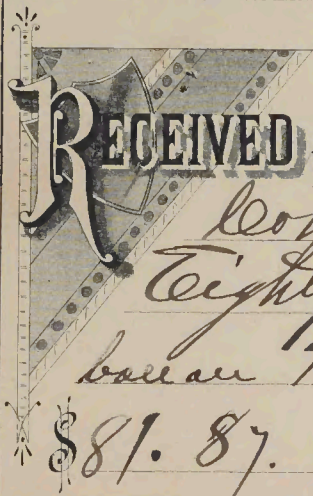
H. J. Russell et al.

Filed May 24, 1897.

A. B. Munsey Clerk

Comr's fee \$5.25





July 15, 1897  
from R. L. Peenmytore

Com in case of Peenmytore v. S. R. A. et al  
Eighty One & 8/100 Dollars  
bancan W. A. Parsons debt v. S. M. L. Parsons et al.

\$81. 87.

Peenmytore Bros.



of this

Peunyan Bros. get- 22 00  
for 2 notes.

Cost in suit - 7

M. H. Prosser vs. M. L. Par-

sons estate

33.27

& the remainder

5-57.27

by agreement was

paid to Prosser &

Jessie all sale note

due by M. H. Prosser.



HENRY J. MORGAN, President.

C. E. COUK, Cashier.

# Powell's Valley Bank.

\$303 <sup>82</sup>/<sub>100</sub>

Jonesville, Va., Feb 15 1897  
Received of R. L. Remington Cashier  
Three hundred & three & <sup>82</sup>/<sub>100</sub> Dollars  
as a payment on a judgment in favor  
of Wm. A. Persons vs. W. G. Russell & J. C.  
Gesser, Advers. Dec. of W. C. Persons, said  
Henry J. Morgan, Agent,  
of Wm. A. Persons.



Cons. R. L. Pennington Acct. vs. Russell & Jesse Adams et al  
In acct with-

1897.

R. L. Pennington Acct.

July. 15. To Amt bid and paid as found  
by H. J. Russell & J. L. Jesse, at 1<sup>st</sup> pa. 402.37.

" 15 By Amt Paid H. J. Morgan & James  
of Wm. H. Parsons. \$303.82

" Communion returned. 16.68

" Amt paid Pennington Bros.

Ally for Parsons. 33.27

of which was cost.

81.87

402.37

402.37



# LAND SALE!

Robt. R. Huntington Admr.  
 vs  
 Russell & Jesse Admr. et al-  
 IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the 11th day of November 1896, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the 3rd Monday of February 1897 and at public out-cry, to the highest bidder, to sell the following described property, to-wit:

a certain tract of land containing 4 1/2 acres in the Pocket country of the said county, being the same land sold by Wm. A. Parram to Mr. C. Parram, & more fully described in the papers of the said cause.

or enough thereof to pay \$300.00 & Int., and the costs of the suit, and the commissions of sale, upon the following terms, to wit: Enough cash to pay cost and commission, and the remainder in 3 equal installments due in 1, 2, & 3 years from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

Robt. R. Huntington  
 Special Commissioner.

This 3/02 day of December, 1896.



R. L. Pennington Admr.

vs.

Russell & Jesse Admr et al.

#1

To the Hon W. P. Miller Judge of the Circuit Court  
for Lee County:—

In a decree entered in the above styled  
causes at the Nov. term of your honors court the un-  
dersigned commissioner was directed to sell  
the 4 1/2 acre tract of land or enough thereof to  
pay the debt of W. A. Parsons, which was for  
the sum of \$315.00 with interest thereon from the  
1<sup>st</sup> day of Jan'y. 1845; subject to a credit of \$3.00 as  
of Jan 20, 1846, & the sum of \$33.27. for cost re-  
covered in a chancy suit of W. A. Parsons vs.  
Russell & Jesse et al. In pursuance of the  
said order after having advertised the time  
terms & place of sale as directed by the said  
decree, proceeded at the front door of the court-  
house for Lee County on the 15<sup>th</sup> day of July  
1847 to offer enough of the land for sale to pay  
the said debt & the highest bid made was  
\$1.25 per acre by H. J. Russell & J. L. Jesse & to  
them enough was knocked off to pay

|                             |                |
|-----------------------------|----------------|
| The debt                    | 315.00         |
| Interest                    | 40.32          |
| Cost                        | 33.27          |
| Commissions                 | 16.68          |
|                             | <hr/> 405.37   |
| Less payment of Jan 20. 46. | 3.00           |
|                             | <hr/> \$402.37 |

Of this bid the said Russell & Jesse have paid  
the whole to your commissioner who has paid



the whole over to the parties entitled, to  
 H. J. Morgan & 303. <sup>82</sup>, as assignee of  
 W. A. Parsons & the remainder to Pennington  
 Bros Attys for the said William A. Parsons.  
 Now if this sale shall be confirmed,  
 the said Russell & Jesse are entitled to  
 $32 \frac{104}{125}$  acres out of the said land, & an interest  
 in the same to that extent - and a deed to  
 the same. Now having performed the duty  
 required of your commissioners & having  
 executed the order of the said court.  
 I beg leave to submit his action.  
 Robt L. Pennington  
 Special Commissioner.

R. L. Pennington & Arm.  
 Report of sale  
 vs.  
 Russell & Jesse  
 & disbursements.  
 by R. L. Pennington.  
 Russell & Jesse Attorneys  
 Filed February 18th 1897  
 A. B. Munnery Clerk



R.L. Pennington, Admr. &c.

vs.

In Chancery.

Russel & Jessee, Admrs. et al.

To the Hon. W.T. Miller, Judge of the Circuit Court for Lee County, Virginia.

Your undersigned Special Commissioner in the above styled cause, appointed by a decree entered therein at the March term, 1896, proceeding to carry out the order of the court, gave notice of the time and place of his sitting &c.

Whereupon came forward one John L. Pennington, who claimed to be a creditor of the estate of M.C. Parsons, Dec'd, and filed an acct. amounting in the aggregate to the sum of \$4166.23, which acct. he admitted in the presence of your commissioner was subject to numerous credits known to himself.

Thereupon the Admrs. of the estate of said M.C. Parsons, by their counsel, moved your comr. to require said Pennington to make affidavit as to the justness of his acct. and furnish a list of all just and proper credits before your comr. considered said acct.

Upon this question your comr. ruled that as a matter of equity and good faith on the part of said Pennington he should make affidavit as to the justness of his claim and furnish a list of all proper credits within his knowledge.

To this ruling of your comr. the counsel for said Pennington, objected, and refused to make affidavit to the justness of said acct., or to furnish a list of the credits within his knowledge.

It was therefore agreed by the counsel on both sides, and by your comr. to refer this question to your Honor to say, whether or not said Pennington should be required to make affidavit to the justness of his acct. and furnish a list of all proper credits.

Respectfully Submitted, this May 16, 1896.

A.M. GOINS,

Special Comr.

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*This report is copied to be given the comr. to state the facts in reference to said report & account and the affidavit made thereon.*

*B. H. Swill, D. W. Swill, H. H. Swill  
J. J. L. Pennington*



R. L. Pennington Adm. &c  
vs { In Chy

Russell & Jesse Adm. &c at  
ae

Report of Submission  
by Camr. to Court.

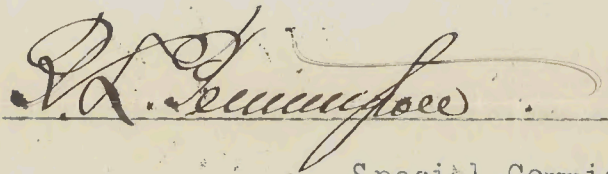
4 added to account



To the Hon. W.T. Miller, Judge of the circuit Court for Lee County,  
this :

The undersigned was on the 8th day of January, 1897, by a decree entered in the chancery cause of R.L. Pennington Admr. of the estate of W.M. Pennington, against Russell and Jesse Adms. of the estate of M.C. Parsons, Admr. et al, appointed and directed to make and to execute a deed with covenants of special warranty a deed to the land purchased by H.J. Russell and J.C. Jesse on the 15th day of Feby, 1897, and having complied with the order as aforesaid, your commissioner, begs leave to report the said deed made and here filed for the court's inspection, which is respectfully submitted.

This March 8, 1897.



Special Commissioner



H. Deane Admr.

vs. Deane Report of Deane

Russell & Josselyn et al -  
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Filed Nov. 8. 1897.

ATB Mursey



The Estate of M.O. Parsons, Dec'd,  
In Acct. with,

His Creditors.

|    |                                                                                                                                                                                                                                                                                                        |                                                                           |           |   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------|---|
| ✓  | To Bal. due J.A.G. Hyatt, guardian for John M. Howard. See Calculation "A", and Claim No. "1",                                                                                                                                                                                                         | \$1882.15                                                                 | \$1882.15 | ✓ |
| ✓  | To Bal. due C.H. Johnson, Rec., for E.O. Johnson. See Calculation "B", and Claim No. "2",                                                                                                                                                                                                              | \$1541.59                                                                 | 1541.59   | ✓ |
| 2. | To Acct. due S.V.F. Richmond, Clerk's fees, with interest from Jan. 1, 1896. See Claim No. "3",<br>Int. on same to Nov. 1, 1896,                                                                                                                                                                       | 17.40<br>.85                                                              | 18.25     | ✓ |
| 2. | To note due R.L. Pennington, Admr., dated June 16, 1893, and payable Sept. 16, 1893. See Claim No. "4", filed with Plffs bill,<br>Int. to Jan. 29, 1894,<br>Amt. due Jan. 29, 1894,<br>By amt. paid Jan. 29, 1894,<br>Bal. due Jan. 29, 1894,<br>Int. to Nov. 1, 1896,<br>Amt. due as of Nov. 1, 1896, | 205.00<br>4.54<br>209.54<br>12.40<br>197.14<br><del>22.50</del><br>229.64 | 229.64    | ✓ |
| 2. | To Acct. due R.L. Pennington, dated Nov. 12, 1894,<br>Int. on same to Nov. 1, 1896. See Claim No. "5",                                                                                                                                                                                                 | 5.00<br>.60                                                               | 5.60      | ✓ |
| 2. | To note due Mastin Collier, dated Dec. 17, 1889, payable Aug. 1, 1890. See Claim No. "8",<br>Int. to Nov. 1, 1896,                                                                                                                                                                                     | 90.00<br>33.75                                                            | 123.75    | ✓ |
| 2. | To note due R.L. Pennington, Comr., dated Jan. 21, 1895, due 12 mos. after date, interest from date. See note is signed by Sallie and W.R. Johnson and M.C. Parsons. See Claim No. "6",<br>Int. on same to Nov. 1, 1896,                                                                               | 404.68<br>43.16                                                           | 447.84    | ✓ |
| 2. | To note due R.L. Pennington, Comr., dated Jan. 21, 1895, payable two years after date, signed by Sallie and W.R. Parsons and M.O. Parsons. See Claim No. "7",<br>Int. on same to Nov. 1, 1896,                                                                                                         | 404.68<br>43.16                                                           | 447.84    | ✓ |
| 2. | To note due Mastin Collier, dated Apr. 2, 1890, payable one day after date. See Claim No. "9",<br>Int. on same to Nov. 1, 1896,                                                                                                                                                                        | 150.00<br>59.05                                                           | 209.05    | ✓ |
| 2. | To note due Mastin Collier, dated Nov. 9, 1891, payable one day after date. See Claim No. "10",<br>Int. on same to Nov. 1, 1896,                                                                                                                                                                       | 48.15<br>14.40                                                            | 62.55     | ✓ |
| 2. | To Acct. due J.O. Gibson & Co, due as of Feb. 17, 1895. See Claim No. "11",<br>Int. on same to Nov. 1, 1896,                                                                                                                                                                                           | 28.15<br>2.88                                                             | 31.03     | ✓ |
| 2. | To Acct. due Couk & Orr, as of Dec. 17, 1894, See Claim No. "12",<br>Int. on same to Nov. 1, 1896,                                                                                                                                                                                                     | 12.81<br>1.40                                                             | 14.21     | ✓ |
|    | To this sum carried forward,                                                                                                                                                                                                                                                                           |                                                                           | \$5013.50 |   |



The Estate of M.C. Parsons, Dec'd,

In Acct<sup>t</sup> with,

His Creditors, (Continued).

|     |                                                                                                                                                                                                              |                                                      |           |   |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------|---|
|     | To this sum bro't forward,                                                                                                                                                                                   |                                                      | \$5013.50 |   |
| "2" | To note due W.S. Hurst, dated Jan. 24, 1895, and payable one day after date. See Claim #13, Int. on same to Nov. 1, 1896,                                                                                    | \$15.00<br>1.59                                      | 16.59     | ✓ |
| "2" | To Judgment assigned to Duncan & Hyatt by Dan'l Hall, with interest from Mar. 1, 1896. See Claim #14, Int. on same to Nov. 1, 1896,                                                                          | 50.00<br>2.00                                        | 52.00     | ✓ |
| "2" | To Judgment in favor of the officers of the Court for costs in case of Dan'l Hall vs. Admrs. of M.C. Parsons, including Atty's fee of D. & H. See Claim No. "15",                                            | 62.28                                                | 62.28     | ✓ |
| "2" | To Judgment as per Claim No. "16", due J.M. Daugherty, Admr., on garnishment, with interest from Mar. 1, 1896, Int. on same to Nov. 1, 1896,                                                                 | 20.24<br>.81                                         | 21.05     | ✓ |
| "2" | To Bal. on note due H.D.G. Blair, Mar. 23, 1896, See Calculation "C", and Claim #17, Int. on same to Nov. 1, 1896,                                                                                           | 446.03<br>16.95                                      | 462.98    | ✓ |
| "2" | To Bal. on note due W.M. Smith, Mar. 23, 1896. See Calculation "D", and Claim #18, Int. on same to Nov. 1, 1896,                                                                                             | 446.03<br>16.95                                      | 462.98    | ✓ |
| "2" | To Judgment in favor of Wm. A. Parsons, with interest from Jan. 1, 1896. See Claim #19, Costs on suit, Amt. of Judgment and Costs, By cash paid Jan. 20, 1896, Bal. due Jan. 20, 1896, Int. to Nov. 1, 1896, | 315.00<br>33.27<br>348.27<br>3.00<br>345.27<br>15.75 | 361.02    | ✓ |
| "2" | To Acct. of B.F. Couk, dated Dec. 18, 1894. See Claim #20, Int. on same to Nov. 1, 1896,                                                                                                                     | 2.00<br>.23                                          | 2.23      | ✓ |
| "2" | To ACCT. due Dr. D.H. Howard, as of Feb. 10, 1896. See Claim #21, Int. on same to Nov. 1, 1896,                                                                                                              | 6.00<br>.26                                          | 6.26      | ✓ |
| "2" | To Acct. of J.F. Witt, assigned to H.J. Russell, dated Mar. 22, 1895. See Claim #22, Int. on same to Nov. 1, 1896,                                                                                           | 4.00<br>.35                                          | 4.35      | ✓ |
| "2" | To Acct. due H.G. Parsons, dated Nov. 1, 1894, assigned to H.J. Russell, Int. to Nov. 1, 1896. See Claim #23,                                                                                                | 1.00<br>.12                                          | 1.12      | ✓ |
|     | To this sum carried forward,                                                                                                                                                                                 |                                                      | \$6466.37 |   |



The Estate of M.O. Parsons, Dec'd,  
In Acct. With,  
His Creditors, (Continued).

|     |                                                                                                                                                                                          |                                   |           |   |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------|---|
|     | To this sum bro't forward,                                                                                                                                                               |                                   | \$8466.37 |   |
| "2" | To note due J.H. Graham, Exr. of &c., dated Mar. 1, 1894,<br>interest from Jan. 1, 1895. Note assigned to J.F.<br>Witt. See Claim # "24",<br>Int. to Nov. 1, 1896,                       | \$25.00<br>4.25                   | 29.25     | ✓ |
| "2" | To note due Mollie S. Flanary, dated Feb. 23, 1893,<br>and payable one day after date. See Claim # "25",<br>Int. on same to Nov. 1, 1896,                                                | 125.00<br>27.67                   | 152.67    | ✓ |
| "2" | To note due Mollie S. Flanary, dated May 6, 1890,<br>and payable one day after date. See Claim # "26",<br>Int. to Nov. 1, 1896,<br>Amt. due Nov. 1, 1896,<br>By Amt. paid Apr. 16, 1894, | 75.00<br>29.18<br>104.18<br>34.00 | 101.18    | ✓ |
| "2" | Balance due Nov. 1, 1896,                                                                                                                                                                | 101.18                            | 101.18    | ✓ |
| "2" | To note to J.F. Witt, Feb. 1, 1895, with interest<br>from date. Assigned to H.J. Russell. See<br>Claim # "27",<br>Int. to Nov. 1, 1896,                                                  | 6.00<br>6.63                      | 6.63      | ✓ |
| "2" | To Acct. due C.E. Johnson, as of Dec. 15, 1894.<br>See Claim # "28",<br>Int. to Nov. 1, 1896,                                                                                            | 13.90<br>1.56                     | 15.46     | ✓ |
| "2" | To note to J.F. Witt, with interest from Jan. 1, 1895.<br>Assigned to H.J. Russell. See Claim # "29",<br>Int. to Nov. 1, 1896,                                                           | 26.00<br>2.86                     | 28.86     | ✓ |
| "2" | To note assigned to H.T. Furgerson. Date of assignment<br>Feb. 19, 1894. See Claim # "30", which is assign-<br>ed by Furgerson to Francis Slagle,<br>Int. to Nov. 1, 1896,               | 287.84<br>46.86                   | 334.70    | ✓ |
| "2" | To Acct. of Johnson Jessee, as of Jan. 1, 1896.<br>Assigned to H.J. Russell. See Claim # "31",<br>Int. to Nov. 1, 1896,                                                                  | 52.50<br>5.64                     | 58.14     | ✓ |
| "2" | To Acct. of C.A. Russell, due Feb. 14, 1895. See<br>Claim # "32",<br>Int. to Nov. 1, 1896,                                                                                               | 14.00<br>1.10                     | 1.10      | ✓ |
| "2" | To Acct. of C.C. Elliott, due Sept. 2, 1894. See<br>Claim # "33",<br>Int. to Nov. 1, 1896,                                                                                               | 6.00<br>6.73                      | 6.73      | ✓ |
| "2" | To Acct. of J.E. Parsons, due July 16, 1895, See<br>Claim # "34",<br>Int. to Nov. 1, 1896,                                                                                               | 4.35<br>4.33                      | 4.64      | ✓ |
|     | To this sum carried forward,                                                                                                                                                             |                                   | \$7205.77 |   |



THE Estate of M.C. Parsons, Dec'd,  
In Acct. with,  
His Creditos, (Continued).

|     |                                                                                                                                                                                                                                                                                     |                                                                  |           |   |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------|---|
|     | To this sum bro't forward,                                                                                                                                                                                                                                                          |                                                                  | \$7205.77 |   |
| "2" | To Acct. of R.J. Wood & Sons, due Mar. 1, 1895, See Claim # "35",<br>Int. to Nov. 1, 1896,                                                                                                                                                                                          | \$76.59<br>7.65                                                  | 84.24     | ✓ |
| "2" | To note to R.J. Wood & Sons, due Apr. 5, 1895. See Claim # "36",<br>Int. to Nov 1, 1896,                                                                                                                                                                                            | 50.00<br>4.71                                                    | 54.71     | ✓ |
| "2" | To note to R.J. Wood & Sons, due Feb. 17, 1895. See Claim # "37",<br>Int. to Nov. 1, 1896,                                                                                                                                                                                          | 139.92<br>12.34                                                  | 152.26    | ✓ |
| "2" | To Acct. due J.A.G. Hyatt, Clerk's fees. See Claim # "38",                                                                                                                                                                                                                          | 32.98                                                            | 32.98     | ✓ |
| "2" | To Judgment due J.S. Garrison, with interest from Feb. 18, 1895. See Claim # "39",<br>Cost of suit,<br><br>Amt of Judgment and cost,<br>By amt. paid Aug 26, 1896,<br><br>Bal. due on Judgment and cost,<br>Int. on \$51.33, from 2-18, '95, to Nov 1, '96,                         | 51.33<br>12.36<br><br>63.69<br>3.50<br><br>60.69<br>5.26         | 65.45     | ✓ |
| "2" | * To note executed to M.D. Richmond, with interest from Mar. 26, 1895. Note assigned to W.G. Nicol. See Claim # "41",<br>Int. to Nov. 1, 1896,                                                                                                                                      | 1000.00<br>35.83                                                 | 1035.83   |   |
| "2" | * To Bal. on note executed to M.D. Richmond, with interest from Mar. 26, 1894. Note assigned to W.G. Nicol. See Claim # "42",<br>Int. to Oct. 15, 1894,<br><br>Amt due Oct. 15, 1894,<br>By amt. paid Oct. 15, 1894,<br><br>Bal. due Oct. 15, 1894,<br>Int on same to Nov. 1, 1896, | 1000.00<br>33.16<br><br>1033.16<br>516.66<br><br>516.50<br>63.36 | 579.86    |   |
| "2" | To Bal. on note executed to Jas. B. Sells, with interest from Oct. 1, 1895. Note assigned to H.J. Morgan. See Claim # "43",<br>By amt. paid on note as of date,<br><br>Bal. on note, as of date,<br>Int. on bal. to Nov. 1, 1896,                                                   | 36.00<br><del>12.00</del><br>24.00<br>1.56                       | 25.56     | ✓ |
| "2" | To Acct. due J.F. Witt, with interest from May 1, 1895. See Claim # "44",<br>By amt. paid June 15, 1895,<br><br>Bal. due June 15, 1895,<br>Int. on same from 5-1, '95, to Nov. 1, 1896,                                                                                             | 459.99<br>263.04<br><br>196.95<br>17.72                          | 214.67    | ✓ |
| "2" | To Bal. on acct. of J.J.C. Flanary & Bro. after deducting witness vs. S. Flanary to amt. of \$3. See Claim # "45", with interest from 6-31, '94,<br>Int. to Nov. 1, 1896,                                                                                                           | 2.45<br>.35                                                      | 2.80      |   |
|     | To Total Listed Indebtness,                                                                                                                                                                                                                                                         |                                                                  | \$9454.22 |   |

\* These two claims should be credited with \$834, as of July 10, 1896.



The Estate of M. C. Parson  
In Acct. with  
His Creditors.

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Statement "C."

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\$ 9454.22



Inventory of Notes in the hands of Russell and Jessee, Admrs. of the  
Estate of M.C. Parsons, Dec'd.

List of Notes Regarded as Solvent.

One note against O.E. Johnson, E.O. Johnson and J.F. Skaggs,  
dated Nov 8, 1894, and payable three years after date,  
with interest from date. Amt. due Nov 1, 1896, . . . . . \$615.36

One note against O.E. Johnson and E.O. Johnson, dated Apr. 30,  
1894, and payable Six mos. after date. Amt. due Nov 1, '96, 112.01

Bal. on note against Samuel Trett, dated Mar. 7, 1887, with  
interest from Jan. 1, 1888. Bal. Nov. 1, 1896, . . . . . 888.22

Bal. on note against M.F. Duff and L.C. Roop, dated Jan 1, 1894,  
payable one day after date. Bal. due Nov. 1, 1896, . . . . . 15.08

Bal. due on note against Levi Napier and Eph. Burgain, as of  
Nov. 1, 1896, . . . . . 17.93

Bal. on note against Ira G. Sprinkle, as of Nov. 1, 1896, . . . . . 8.40

One note against Harmon Johnson and W.H. Wax, executed to J.C.  
Jessee, Rec. Amt due as of Nov. 1, 1896, . . . . . 35.93

Bal. on note against J.F. Skaggs and John Z. Ely, as of 11-1, 1896, . . . . . 23.41

Amt. of due bill against Wm. A. Parsons, as of Nov 1, 1896, . . . . . 5.61

Amt. on due bill against Peter Shelburn, as of Nov 1, 1896, . . . . . 18.20

Amt. of note against G.R. Gilley, as of Nov. 1, 1896, . . . . . 73.44

Amt. of three notes against H.E. Graham, as of Nov 1, 1896, . . . . . 336.00

AMT. of eight notes against R.H. Sage, as of Nov. 1, 1896, . . . . . 331.02

Bal. of debt against Henry Nicol, . . . . . 10000.00

*Total Amt. of Solvent notes, with Int. to 11-1, '96, \$12480.61*

Several of the notes in the above list are not due yet  
and will not be for some years.

"D."

List of Notes Regarded as Doubtful.

One note against W.R. Clawson, Dec'd, dated Jan. 15, 1891,  
Payable 12 mos. after date, with interest from date.  
The bal. due on this note as of Nov. 1, 1896, is . . . . . \$193.09

There is only one note in this list.



List of Solvent &  
Doubtful Notes  
in hands of Russell  
& Jesse, Admins of  
M. C. Parsons, Dec'd.

Statement "S."

&

Statement "D."

\$12480.61.

\$193.09.



(1<sup>st</sup> Yr.)

Russell & Jessee, Admrs.,

|         |           |                                                 |  |  |           |
|---------|-----------|-------------------------------------------------|--|--|-----------|
| 1895,   |           |                                                 |  |  | \$63.13   |
| Feby    | 23,       | By Check of O.E.Flanary,                        |  |  | 1.03      |
| "       | 23,       | Cash on hand by decedent,                       |  |  | 40.00     |
| Mar.    | 5,        | " from Samuel Trett,                            |  |  | 52.30     |
| "       | 5,        | " " Henry Nicol,                                |  |  | 100.72    |
| "       | 7,        | 201 4/5 bu corn, at 50¢,                        |  |  | 2.40      |
| "       | 14,       | Cash from S. Turner,                            |  |  | 5.00      |
| "       | 18,       | M.F.Duff,                                       |  |  | 67.08     |
| Apr.    | 11,       | " W.P.Sprinkle,                                 |  |  | 80.85     |
| May     | 11,       | J.P.Ely,                                        |  |  | 25.00     |
| "       | 11,       | H.Barber,                                       |  |  | 40.00     |
| June    | 10,       | J.L.Pennington,                                 |  |  | 24.00     |
| July    | 8,        | J.L.Pennington,                                 |  |  | 150.00    |
| "       | 15,       | W.H.Hobbs et al, note,                          |  |  | 10.30     |
| "       | 20,       | Myres & Gilley,                                 |  |  | 4.42      |
| Aug.    | 14,       | J.W.Fleenor,                                    |  |  | 19.54     |
| Sept.   | 10,       | J.L.Pennington,                                 |  |  | 15.00     |
| "       | 15,       | J.L.Pennington,                                 |  |  | 45.36     |
| "       | 26,       | J.L.Pennington,                                 |  |  | 95.63     |
| "       | 26,       | G.W.Pennington,                                 |  |  | 8.00      |
| Oct.    | 4,        | Polk Kelly,                                     |  |  | 20.80     |
| "       | 19,       | E.K.Pennington,                                 |  |  | 24.00     |
| "       | 28,       | J.L.Pennington,                                 |  |  | 197.16    |
| Nov.    | 6,        | Alex Litton,                                    |  |  | 50.00     |
| "       | 6,        | John Delclisure,                                |  |  | .33       |
| "       | 11,       | M.B.Spencer,                                    |  |  | 10.00     |
| Dec.    | 2,        | N.G.Turner,                                     |  |  | 13.65     |
| "       | 12,       | Gilley & Graham,                                |  |  | 3.00      |
| "       | 20,       | J.O.Jessee,                                     |  |  | 8.44      |
| "       | 25,       | B.Daugherty,                                    |  |  | 60.00     |
| "       | 26,       | S.R. Gilley,                                    |  |  | 15.00     |
| "       | 31,       | Samuel Trett,                                   |  |  |           |
| 1896,   |           |                                                 |  |  | 16.50     |
| Feb'y   | 2,        | " Polk Kelly,                                   |  |  | 148.00    |
| "       | 6,        | " H.B.Graham,                                   |  |  | 2.65      |
| "       | 16,       | " Dan Byington,                                 |  |  |           |
| 1895,   |           |                                                 |  |  |           |
| Apr.    | 18,       | Lumber on hand at death of decedent, not other- |  |  | 461.50    |
|         |           | wise charged. Lumber sold to E.M.Spears,        |  |  |           |
| 1895-6, |           | Total procedes of lumber furnished to N.L. & A. |  |  | 6585.69   |
|         |           | Johnson, on contract of decedent,               |  |  |           |
| 1895,   |           | Amt. of corn reserved at sale for W.R.Johnson,  |  |  |           |
|         |           | (not included in sale bill), and which was aft- |  |  | 444.05    |
|         |           | erwards furnished to him according to contract  |  |  |           |
|         |           | with decedent,                                  |  |  |           |
| 1895,   |           | Six stacks of hay furnished W.R.Johnson, as per |  |  | 90.00     |
|         |           | above conditions,                               |  |  |           |
| 1896,   | Feb'y 20, | By Total Receipts of 1st year,                  |  |  | \$9000.53 |



(1st Yr.)

Russell & Jessee, Admrs.,

|                                             |                                                                                                                                                      |                                                                                    |      |  |  |  |                        |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------|--|--|--|------------------------|
| 1895,                                       |                                                                                                                                                      |                                                                                    |      |  |  |  | \$150. <sup>00</sup>   |
| Mar.                                        | 7,                                                                                                                                                   | To Cash paid O.T.Duncan, per voucher No.                                           | "1"  |  |  |  | 100. <sup>72</sup>     |
| "                                           | 7,                                                                                                                                                   | " " M.R.Gilley, "                                                                  | "2"  |  |  |  | 7. <sup>50</sup>       |
| "                                           | 7,                                                                                                                                                   | " " S.V.F.Richmond, "                                                              | "3"  |  |  |  | 15. <sup>00</sup>      |
| "                                           | 8,                                                                                                                                                   | " " J.M.Mosley, "                                                                  | "4"  |  |  |  | 10. <sup>00</sup>      |
| "                                           | 18,                                                                                                                                                  | " " L.C.Roop, "                                                                    | "5"  |  |  |  | 2. <sup>00</sup>       |
| Apr.                                        | 15,                                                                                                                                                  | " " W.H.Eads, "                                                                    | "6"  |  |  |  | 271. <sup>80</sup>     |
| "                                           | 16,                                                                                                                                                  | " " P.G.Bank, "                                                                    | "7"  |  |  |  | 38. <sup>42</sup>      |
| "                                           | 16,                                                                                                                                                  | " " P.G.Bank for &c., "                                                            | "8"  |  |  |  | 7. <sup>60</sup>       |
| "                                           | 27,                                                                                                                                                  | " " Jos. Lawson, "                                                                 | "9"  |  |  |  | 815. <sup>00</sup>     |
| May                                         | 11,                                                                                                                                                  | " " Smith & Blair,, "                                                              | "10" |  |  |  | 7. <sup>00</sup>       |
| June                                        | 4,                                                                                                                                                   | " " J.P.Ely, "                                                                     | "11" |  |  |  | 25. <sup>00</sup>      |
| "                                           | 10,                                                                                                                                                  | " " W.S.Crowell, "                                                                 | "12" |  |  |  | . <sup>88</sup>        |
| "                                           | 10,                                                                                                                                                  | " " W.N.G.Barron,, "                                                               | "13" |  |  |  | 5. <sup>85</sup>       |
| July                                        | 9,                                                                                                                                                   | " " H.J.Russell, assignee, "                                                       | "14" |  |  |  | 4. <sup>00</sup>       |
| "                                           | 11,                                                                                                                                                  | " " M.L.Dodson, "                                                                  | "15" |  |  |  | 250. <sup>00</sup>     |
| "                                           | 15,                                                                                                                                                  | " " J.F.Witt, "                                                                    | "16" |  |  |  | 32. <sup>00</sup>      |
| "                                           | 15,                                                                                                                                                  | " " W.F.Hobbs, "                                                                   | "17" |  |  |  | 100. <sup>00</sup>     |
| "                                           | 20,                                                                                                                                                  | " " Smith & Elair,, "                                                              | "18" |  |  |  | 5. <sup>25</sup>       |
| Aug.                                        | 17,                                                                                                                                                  | " " C.E.Cheek, "                                                                   | "19" |  |  |  | 3. <sup>00</sup>       |
| "                                           | 14,                                                                                                                                                  | " " E.B.Larmer, "                                                                  | "20" |  |  |  | 2. <sup>25</sup>       |
| Sept.                                       | 23,                                                                                                                                                  | " " A.E.Cornett, "                                                                 | "21" |  |  |  | 140. <sup>00</sup>     |
| "                                           | 26,                                                                                                                                                  | " " Smith & Elair,, "                                                              | "22" |  |  |  | 5. <sup>00</sup>       |
| Oct.                                        | 11,                                                                                                                                                  | " " W.G.Bishop, "                                                                  | "23" |  |  |  | 61. <sup>50</sup>      |
| "                                           | 23,                                                                                                                                                  | " " A.M.Goins, Comr., "                                                            | "24" |  |  |  | 75. <sup>00</sup>      |
| Nov.                                        | 6,                                                                                                                                                   | " " C.E.Johnson, Recd., "                                                          | "25" |  |  |  | 160. <sup>00</sup>     |
| "                                           | 6,                                                                                                                                                   | " " Smith & Elair,, "                                                              | "26" |  |  |  | 86. <sup>30</sup>      |
| "                                           | 6,                                                                                                                                                   | " " P.G.Imp.Co., "                                                                 | "27" |  |  |  | 78. <sup>44</sup>      |
| "                                           | 18,                                                                                                                                                  | " " Treasr for Tax, "                                                              | "28" |  |  |  | 33. <sup>33</sup>      |
| "                                           | 27,                                                                                                                                                  | " " M.B.Carnes, "                                                                  | "29" |  |  |  | 150. <sup>00</sup>     |
| Dec.                                        | 2,                                                                                                                                                   | " " C.E.Johnson,Recd., "                                                           | "30" |  |  |  | 1. <sup>50</sup>       |
| "                                           | 3,                                                                                                                                                   | " " T.P.Hughes, "                                                                  | "31" |  |  |  | 17. <sup>84</sup>      |
| "                                           | 6,                                                                                                                                                   | " " F.Burk, "                                                                      | "32" |  |  |  | 58. <sup>00</sup>      |
| "                                           | 26,                                                                                                                                                  | " " C.E.Johnson, Recd., "                                                          | "33" |  |  |  |                        |
| 1896,                                       |                                                                                                                                                      |                                                                                    |      |  |  |  |                        |
| Jan.                                        | 21,                                                                                                                                                  | " " W.A.Parsons, "                                                                 | "34" |  |  |  | 8. <sup>04</sup>       |
| "                                           | 28,                                                                                                                                                  | " " Wm.Hedrick, "                                                                  | "35" |  |  |  | 2. <sup>50</sup>       |
| "                                           | 20,                                                                                                                                                  | " " G.W.Blakenship, "                                                              | "36" |  |  |  | 28. <sup>00</sup>      |
| Feb.                                        | 3,                                                                                                                                                   | " " M.L.Dodson, "                                                                  | "37" |  |  |  | 200. <sup>00</sup>     |
| "                                           | 10,                                                                                                                                                  | " " Smith & Elair,, "                                                              | "38" |  |  |  | 7. <sup>95</sup>       |
| "                                           | 10,                                                                                                                                                  | " " P.G.Bank, "                                                                    | "39" |  |  |  | 100. <sup>00</sup>     |
| "                                           | 17,                                                                                                                                                  | " " J.A.G.Hyatt, Guar., "                                                          | "40" |  |  |  | 1923. <sup>63</sup>    |
| 1895-6,                                     | Amt. paid                                                                                                                                            | W.R.Johnson, "                                                                     | "41" |  |  |  | 1099. <sup>15</sup>    |
| "                                           | "                                                                                                                                                    | W.R.Johnson, "                                                                     | "42" |  |  |  | 1923. <sup>63</sup>    |
| "                                           | "                                                                                                                                                    | N.L.Johnson, "                                                                     | "43" |  |  |  | 433. <sup>44</sup>     |
| "                                           | Bal.                                                                                                                                                 | N.L.Johnson, "                                                                     | "44" |  |  |  |                        |
| 1895,"                                      | Amt. of corn furnished to W.R.Johnson on contract<br>of decedent. (See Comr's report in case of Russell<br>& Jessee, Admr.s vs. W.R.Johnson et al.), |                                                                                    |      |  |  |  | 444. <sup>05</sup>     |
| "                                           | Amt. of Six stacks of hay furnished to W.R.John-<br>son. (See Comr's report above,),                                                                 |                                                                                    |      |  |  |  | 90. <sup>00</sup>      |
| Apr.                                        | 18,                                                                                                                                                  | Lumber furnished to E.M.Spears to pay note at<br>P.G.Bank. (See voucher No. "45"), |      |  |  |  | 461. <sup>50</sup>     |
| 1896,                                       |                                                                                                                                                      |                                                                                    |      |  |  |  |                        |
| Feby                                        | 20,                                                                                                                                                  | 10% Com. on Rcpts of 1st yr.,(\$9000. <sup>53</sup> ),                             |      |  |  |  | 900. <sup>05</sup>     |
|                                             |                                                                                                                                                      |                                                                                    |      |  |  |  |                        |
| To Total paid out 1st year, including Coms, |                                                                                                                                                      |                                                                                    |      |  |  |  | \$10345. <sup>79</sup> |
| By Total Receipts of 1st year,              |                                                                                                                                                      |                                                                                    |      |  |  |  | 9000. <sup>53</sup>    |
|                                             |                                                                                                                                                      |                                                                                    |      |  |  |  |                        |
| 1896,                                       |                                                                                                                                                      |                                                                                    |      |  |  |  |                        |
| Feby                                        | 20,                                                                                                                                                  | To Bal. due Admr.s 1st year's Settlement,                                          |      |  |  |  | \$1344. <sup>66</sup>  |

~~1345.22~~

Error of 60 cts against Adams.



In Acct. with,

Cr.

1896.



(2<sup>nd</sup> Yr.)

Russell & Jessee, Admrst.,

|       |     |        |                                          |               |
|-------|-----|--------|------------------------------------------|---------------|
| 1896, |     | To Amt | overpaid last year,                      | \$1344.66     |
| Feb'y | 20, | Cash   | paid C.E. Johnson, Rec., per voucher No. | "1a", 100.00  |
| "     | 29, | "      | J.P. Shelburn,                           | "2a", 1.00    |
| Mar   | 5,  | "      | A.K. McClure,                            | "3a", 3.00    |
| "     | 1,  | "      | Smith & Elair,                           | "4a", 300.00  |
| "     | 23, | "      | J.A.G. Hyatt,                            | "5a", 200.00  |
| "     | 23, | "      | C.E. Johnson, Rec.,                      | "6a", 154.22  |
| "     | 18, | "      | Myres for Tax,                           | "7a", .88     |
| Apr   | 1,  | "      | W.D. Zion,                               | "8a", 1.00    |
| "     | 10, | "      | J.B. Shufflebarger,                      | "9a", 1.90    |
| "     | 23, | "      | Pennington Bros.,                        | "10a", 50.00  |
| May   | 9,  | "      | J.C. Noel,                               | "11a", 5.00   |
| "     | 1,  | "      | C.E. Johnson, Rec.,                      | "12a", 39.95  |
| "     | 12, | "      | J. Daugherty,                            | "13a", 15.24  |
| "     | 18, | "      | S.V.F. Richmond,                         | "14a", 16.40  |
| "     | 20, | "      | J.P. Graham,                             | "15a", 6.25   |
| "     | 28, | "      | V.H. Kelly,                              | "16a", 3.50   |
| "     | 28, | "      | G.W. Bishop,                             | "17a", 1.00   |
| "     | 28, | "      | J.B. Shufflebarger,                      | "18a", .70    |
| June  | 4,  | "      | J.A.G. Hyatt,                            | "19a", 150.00 |
| "     | 12, | "      | J.C. Noel,                               | "20a", 10.50  |
| "     | 24, | "      | Dilard Graham,                           | "21a", 1.00   |
| "     | 24, | "      | V.H. Kelly,                              | "22a", 1.00   |
| "     | 24, | "      | C.E. Johnson, Rec.,                      | "23a", 35.96  |
| "     | 24, | "      | O.B. Trett,                              | "24a", .50    |
| July  | 20, | "      | T.P. Hughes,                             | "25a", 4.60   |
| "     | 20, | "      | V.H. Kelly,                              | "26a", .90    |
| "     | 20, | "      | A.J. Litton,                             | "27a", 1.50   |
| "     | 27, | "      | C.E. Johnson, Rec.,                      | "28a", 100.00 |
| "     | 29, | "      | W.V. Litton,                             | "29a", 12.50  |
| Aug   | 5,  | "      | J.S. Garrison,                           | "30a", 3.50   |
| "     | 27, | "      | H.J. Newman,                             | "31a", .82    |
| "     | 22, | "      | Wm. Hedrick,                             | "32a", 21.21  |
| Sept  | 21, | "      | Pennington Bros.,                        | "33a", 25.00  |
| "     | 25, | "      | A.L. Pridemore, by N,                    | "34a", 834.00 |
| July  | 10, | "      | 10% Comt on Rec'pts to date, 2nd Year,   | 261.09        |
| Oct.  | 17, | "      |                                          |               |

~~1097.81~~

Oct. 1, To Bal. due Admr's. on 2nd Year's setlmt, as of date, \$1087.81

See Error of \$10 in above subtraction



The Estate of M. C. Parsons  
In Accch. with  
Russell & Jesse Adams.

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Statement "R. & J."

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— \$1087.81.

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This deed made this 26<sup>th</sup> day of November 1879  
between Thos. P. Carnes and Manerva O. his  
wife of the county of Lee State of Virginia  
of the first part and M. C. Parsons of the  
county and state aforesaid of the second  
part Witnesseth that the said Thos. P.  
Carnes & Manerva O. his wife for and in  
consideration of the sum of six thousand  
dollars in hand paid and secured  
to be paid to them by the said M. C. Parsons  
the receipt of which is hereby acknowledge  
d the said Thos. P. Carnes and Manerva  
O. his wife doth by these presents forgive  
sell deliver and convey unto the  
said M. C. Parsons a certain tract  
or parcel of land laying and being  
in the county & state aforesaid being  
the same land that the said Thomas  
P. Carnes recently bought the donor  
interest in from Martha B. Carnes  
and is bounded as follows to wit  
Beginning at a stake in center of  
main road & opposite the lane leading  
from John Jessus & with the lane  
thereof S 31° E 136 1/2 poles to a stake corner  
to John Jessus land formerly known  
as a black oak and Hickory corner  
N 78° E 198 poles to a Hickory & white oak

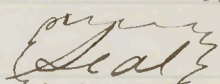


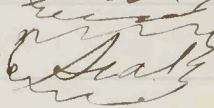
near the wagon road S 6° N 56 poles to a  
Hickory & Black oak near a hog wallow  
corner to Thos J Larner Jr. lands. N 65° E 64  
poles to four Pin oaks N 44° W 38 poles to a  
cedar & pin oak N 31° E 87 poles to two cedars  
corner to E A Layton's land and with  
a line there of S 70° W 86 poles to a spotted  
oak white oak and walnut in a sink  
N 67° W 50 poles to two Hickories & a white oak  
one of the Hickories runs down N 44° W 48 poles  
to a red oak & white oak S 79° W 62 poles  
to a stake N 53 W 32 poles to a stake in  
center of main road & with said road  
S 55° W 13½ poles to a stake in said main  
road near a gate & with said road S 66½  
W 56 poles to the beginning supposed to  
contain 160 acres to the same more or less  
To have and to hold said tract or parcel  
of land with all appurtenances unto the  
said M. E. Parsons and his heirs forever  
and the said Thos P. Barnes & Manresa &  
his wife doth here by covenant that they  
hath good right and title to said land  
that the same is not encumbered and that  
he will warrant generally the title to  
the same - and a part of the purchased  
money being yet unpaid the said Thos.



P. Barnes & Minerva A. his wife doth  
hereby recuse to them selves the under  
lien until said purchased money  
shall be fully paid

Witness the following signatures and seals

Thos. P. Barnes 

Minerva A. Barnes 

Virginia Lee County to wit

I Henry J. Morgan a commissioner in chancery  
of the circuit court of Lee County the same  
being a court of records do certify that Thos.  
P. Barnes and Minerva A. Barnes whose names  
are signed to the foregoing deed bearing  
date November the 26<sup>th</sup> 1879 personally appeared  
before me in the county aforesaid and  
acknowledged the said writing to be their  
joint act and deed and Minerva A. Barnes  
wife of the said Thos. P. Barnes being examined  
by me privily and apart from her said  
husband and having she said aforesaid  
fully explained to her declared that she  
had willingly signed and executed  
the same and did not wish to retract it,  
Given under my hand this 26 day of November 1879.

Henry J. Morgan Comr.

Virginia, Lee County Court Clerk's office January 30<sup>th</sup> 1880  
The foregoing deed from Thos. P. Barnes  
& wife of the one part to Mitchell Cecil



of the other part all of Lee County  
Virginia, was this day admitted to  
record upon the certificate of Henry J.  
Morgan, a Commissioner in Chancery.  
Testes - James W. Carr, clerk.

W. H. Lewis & wife

No 3 Deed

M. L. Carr -

Copy

From D.B.

Q 75.c



Memorandum of a Contract  
entered into this Day by us Ben  
John L Pennington of the first part us  
M. C. Parsons of the second part  
Witnesseth that whereas the party of  
the first part agrees to sell us the party  
of the second part agrees to pay to  
sell a debt which the party of the first  
part holds against C. E. Mallett for  
the sum of eight thousand eight  
hundred us twenty Dollars which is  
secured by a lien upon a tract of Land  
sold by the party of the first part to said  
C. E. Mallett us a Deed of Conveyance  
made by said party of the first part  
to said Mallett us Now of record in  
the clerk's office of the County Court  
of Lee County to which reference is  
here made for a more particular de-  
scription of said debt and the land  
securing the same us which said debt  
herein above mentioned is secured by  
the retaining of a Vendor's lien thereon  
us the party of the first part hereby sells  
transfers assigns us its over to the  
party of the second part said debt of  
\$8820<sup>00</sup> and hereby Conveys to the party  
of the second part all the right title us  
interest he has in us to said lien so  
retained on said land for the securing  
of the debt aforesaid,  
In Consideration of the assignment



1 aforesaid the party of the second part  
2 agrees to pay, And hereby pays in hand  
3 to the party of the first part, the sum  
4 of Seven thousand four hundred And ten  
5 Dollars to be paid And is paid as follows  
6 Viz: Four Thousand One hundred And  
7 Forty Dollars in the Wm A. Parsons  
8 tract of land situated in the Pocket on  
9 the waters of Straight Creek Lee County  
10 Va. And is the same whereon the said  
11 Wm A. Parsons now resides Containing  
12 41/2 acres be the same more or less And for  
13 a more particular description thereof  
14 reference is here made to the Deeds &  
15 title papers of the said Wm A. Parsons  
16 now of record in the Clerk's Office of the  
17 County Court of Lee County Va. But  
18 no Conveyance of the said tract is to be  
19 made until the debt herein first men-  
20 tioned shall be fully paid: It being  
21 understood that the legal title thereto  
22 is hereby retained as security for so much  
23 of the assignment herein made as the  
24 price of said land, Covers. And for the  
25 residue three thousand two hundred  
26 And Ninety (\$3290) dollars the said M. C.  
27 Parsons this Day assigns to said J. L.  
28 Pennington Notes And bonds on various  
29 persons now And hereafter to become due;  
30 And ~~are~~ which are fully shown by said  
31 Notes And bonds And the assignments  
32 thereon, The <sup>Debt</sup> herein first assigned



the party of the first part is due  
payable in seven years & six months  
about with the interest thereon payable  
semiannually, Witness the following  
signatures & Seals this February 2<sup>d</sup> 1894.

J. L. Pennington Seal  
M. C. Parsons Seal

Virginia Lee County Court;

I S. W. Richmond Clerk of the County  
Court for the County aforesaid in the  
State of Virginia do Certify that J. L. Pen-  
nington & M. C. Parsons whose names are  
signed to the writing above bearing  
date on the 2<sup>nd</sup> Day of February 1894  
have acknowledged the same before  
me in my County aforesaid. & said  
Deed is admitted to record.

Given under my hand this 2<sup>nd</sup>  
day of February 1894.

S. W. Richmond Clerk  
"A copy."

"Date: S. W. Richmond Clerk."



John L. Pennington  
To Dred

M. C. Parsons.

D.V.B. 29 Page 589

C. 60 cts

A. L. Pennington Adm'r

vs. { "Exhibit E"  
"wild Bird

J. J. Russe et al -

Examined



This Deed made this the 27th day of February, 1895, by and between O.C. Lee of the one part and R.L. Pennington of the other part, all of the County of Lee and State of Virginia.

Witnesseth that for and in consideration of the sum of (150) One Hundred and fifty Dollars paid and secured to be paid the receipt of which is hereby acknowledged; the said O.C. Lee has this day granted, bargained, and sold and by these presents do hereby grant, bargain sell and convey unto the said R.L. Pennington a certain lot or parcel of land lying and being in the County of Lee on the North Side of the Main road, south-west of the town of Jonesville, Va, and bounded as follows, to-wit, Beginning at a stake on the north bank of the public road, N. 13. W. 274 feet, S. 72. W. 200 Ft. S. 13 E. 274 feet to the main road and with same N. 72 E. 200 feet to the Beginning containing one and one fourth acres, together with all the appurtenances belonging to the same. To have and to hold the said tract or parcel of land unto the said R.L. Pennington and his heirs and assigns forever. And the said O.C. Lee hereby binds himself to warrant generally the title to the said tract of land hereby conveyed against the claims of all persons whatsoever. And there being Sixty seven Dollars of the Purchase money still unpaid as evidenced by the note of the said R.L. Pennington executed to H.C. Joslyn and bearing even date with this deed, a vendor's equitable lien is hereby retained upon said land until the purchase money is fully paid. Witness the following signature and seal the day and year first above written

O. C. Lee SEAL.

Virginia, Lee County, to-wit:

I, H.C. Joslyn, a Justice of the peace in and for the County of Lee and State aforesaid, do hereby certify that O.C. Lee whose name is signed to the foregoing deed bearing date the 27th day of Feb. 1895, has this day acknowledged the same before me in my



Virginia



County and State aforesaid. Given under my hand this the 27th day  
of February, 1895.

H. C. Joslyn J.P.

Virginia Lee County to wit:

In the office of the clerk of the County Court  
for said County, the 17<sup>th</sup> day of December 1896, this  
Deed was presented, and together with the Certifi-  
cate thereto annexed, admitted to record.

Teste: S. V. F. Richmond Clerk



Robt. L. Cunningham

From Dec 2

O. C. Lee.

Recorded in Kent Books  
No 33 / pag 28

S. V. F. Richmond Clerk

Examined

C 175  
7.50  
\$ 175

Filed for record Dec  
17th 1896.

S. V. F. Richmond Clerk.



# Appraisement of the Personal property of the Estate of M. C. Parsons, Feby 22, 1895.

E. B. Lerner  
L. W. Bishop } Appraisers,  
A. K. McClure }

|   |                                                       |        |
|---|-------------------------------------------------------|--------|
| ① | One Deering Reaper                                    | 80 00  |
| ✓ | One small Fed clover large                            | 150 00 |
| ✓ | Millet Hay Stacks                                     |        |
| ✓ | One Timothy Hay Stack 18 sold                         | 10 00  |
| ✓ | One Hundred and twenty<br>five bus of Wheat 50cts bus | 62 50  |
| ✓ | Two Hundred Bus of Oats 35cts                         | 70 00  |
| ✓ | Twenty four hundred bus of<br>corn at 50 per bus      |        |
| ✓ | One Wagon load of top fodder in feed                  | 10 00  |
| ✓ | One Deering Mower and Rake                            | 35 00  |
| ✓ | Two two horse wagons                                  | 25 00  |
| ✓ | One Hay Rack                                          | 1 00   |
| ✓ | one Spring wagon                                      | 25 00  |
| ✓ | one top Buggy                                         | 12 00  |
| ✓ | Two Buf Mules                                         | 50     |
| ✓ | One Harrow                                            | 50     |
| ✓ | One Double Plow                                       | 150    |
| ✓ | One single Plow stock                                 | 25     |
| ✓ | One Feed. Basket                                      | 15     |
| ✓ | One set of Wagon Harness                              | 100    |
| ✓ | One Buggy Bridle                                      | 25     |
| ✓ | Two Milk Cows                                         | 30 00  |
| ✓ | one Ox                                                | 6 00   |
| ✓ | one Black Mare                                        | 40 00  |
| ✓ | Two Mules One Forty four 40 <sup>00</sup>             | 70 00  |
| ✓ | One Yearling heifer                                   | 7 00   |
| ✓ | Forty One Hogs                                        | 120 00 |
| ✓ | One C. C. Turning Plow                                | 3 50   |
| ✓ | One set of Log Hooks                                  | 40     |
| ✓ | Two sets of Buggy Harness                             | 2 50   |
| ✓ | One back and hip strap                                | 10     |
| ✓ | Three Pitch forks                                     | 25     |



|   |                                                 |                       |
|---|-------------------------------------------------|-----------------------|
| ✓ | One best hole digger                            | 75-                   |
| ✓ | One shovel                                      | 50                    |
| ✓ | Two Sledge Hammers                              | 1 00                  |
| ✓ | One Emory Wheel                                 | 2 00                  |
| ✓ | One Saddle                                      | 2 00-                 |
| ✓ | One half Bus Measure                            | 25-                   |
| ✓ | One Grain Shovel                                | 25-                   |
| ✓ | One side Saddle.                                | 3 00                  |
| ✓ | One Breach Loading Shotgun                      | 7 00                  |
| ✓ | One Grind Stone                                 | 50                    |
| ✓ | Four Hundred lbs of Bacon @ $\$3\frac{33}{100}$ | $\$333\frac{33}{100}$ |
| ✓ | One pair of Balances                            | 75-                   |
| ✓ | One five Gallon Stone jar                       | 50                    |
| ✓ | One two Gal jar                                 | 20                    |
| ✓ | Nine brocks                                     | 80                    |
| ✓ | One dining table                                | 2 00                  |
| ✓ | Two sets of Plates                              | 1 00                  |
| ✓ | Two covered dishes                              | 75-                   |
| ✓ | One set tea Cups & Saucers                      | 50                    |
| ✓ | Two Cake plates                                 | 25                    |
| ✓ | One set China plates                            | 30                    |
| ✓ | One tea Pot                                     | 10                    |
| ✓ | Ten saucers & four cups                         | 25                    |
| ✓ | Eleven Desert dishes                            | 65                    |
| ✓ | One cake stand                                  | 25-                   |
| ✓ | Two dishes                                      | 50                    |
| ✓ | One lot of dishes                               | 1 50                  |
| ✓ | Twenty one fruit Cans                           | 1 50                  |
| ✓ | Three full "                                    | 75-                   |
| ✓ | One Wallender block                             | 5 00                  |
| ✓ | "                                               | 1 00                  |
| ✓ | One Brairo                                      | 5 00                  |
| ✓ | One Mirror                                      | 50                    |
| ✓ | One Wash stand                                  | 50                    |
| ✓ | One chest                                       | 1 00                  |
| ✓ | One Patent quilting frame                       | 20-                   |
| ✓ | Ten Chairs                                      | 2 00                  |
| ✓ | One writing Desk                                | 75-                   |
| ✓ | One small table                                 | 50                    |
| ✓ | Three Balls of Bind Twine                       | 75-                   |
| ✓ | One Sulky Plow                                  | 10 00                 |

|   |                             |       |
|---|-----------------------------|-------|
| ✓ | One Bedstead                | 50    |
| ✓ | Bed, & fixtures             | 10 00 |
| ✓ | One Bed Pillows & quilts    | 7 00  |
| ✓ | " " " "                     | 7 00  |
| ✓ | " " Stead                   | 1 00  |
| ✓ | One large Kettle            | 1 00  |
| ✓ | One large Iron              | 50    |
| ✓ | Two set of Andirons         | 1 00  |
| ✓ | Two lamps                   | 75-   |
| ✓ | One watch                   | 10 00 |
| ✓ | Three Scythes & one Snathe  | 1 50  |
| ✓ | Fourteen Seese              | 3 50  |
| ✓ | Thirty five chickens        | 3 00  |
| ✓ | Four Turkeys                | 1 20  |
| ✓ | One Bedstead & two ticks    | 3 00  |
| ✓ | One trunk                   | 75-   |
| ✓ | Three Scythes & Snathes     | 1 00  |
| ✓ | One Hog Ringer              | 15-   |
| ✓ | One lamp Boll               |       |
| ✓ | One pair of Hames           | 15-   |
| ✓ | One Horse collar            | 20    |
| ✓ | Stay Iron                   | 10    |
| ✓ | Three Grain cradles         | 1 50  |
| ✓ | One shod                    | 15-   |
| ✓ | One Moul Board              | 25-   |
| ✓ | One Scythe Blade            | 50    |
| ✓ | One jacket Oil can          | 25-   |
| ✓ | One Grind Stone             |       |
| ✓ | One pair of Bandle Moulds   | 10    |
| ✓ | Two Rag Nagspits.           | 2 00  |
| ✓ | Three sets of curtains      | 45-   |
| ✓ | One Basket                  | 10    |
| ✓ | One set of Knives and forks | 25    |

Given under our hands  
this 8th day of August 1895-

A. K. McClure,  
Geo. H. Bishop,  
C. B. Barnes,

Virginia, Lee County Court.  
In the office of the Clerk of said



County the 8th August, 1845 - This  
Appraise Bill was presented and  
admitted to record.

Teste: S. V. H. Richmond Clerk

A copy.

Teste: S. V. H. Richmond Clerk

Appraise Bill

M. L. Parsons,

deceased.

Will Book No 4

Page 255

\$ 75-



This contract made and entered into on  
this 19th day of February 1890 by and  
between M. C. Parsons of the one part  
and John L Pennington of the other part.  
both of Lee County Virginia. Witnesseth  
that the said John L Pennington agrees and  
binds himself to deliver to said Parsons,  
at suitable saw mill sets, within 8 miles  
& less of the L. & N. R. R. in Lee Co Va. One  
million (1000000) feet of first- and second  
grade yellow Poplar logs,  $\frac{2}{3}$  24 + 16 feet  
long, not more than 10 per ct ten feet  
and the balance 12 ft long. No 1. to be 24  
inches & up in diameter for 10 + 12 ft logs  
& 22 inches & up in diameter for 14 + 16 ft  
logs, free from all defects, at (75) seven  
dollars per thousand feet, and No 2 logs  
18 inches & up in diameter at Five dollars  
per thousand feet log measure by Lum-  
bermans Favorite log rule - Cutting &  
logging of trees to begin 15th of July 1890,  
and not less than one hundred nor more  
than two hundred thousand feet per month  
put on yard until this Contract is filled.  
No trees to be cut during the Months of  
March, April, May & June. Roads to log yards  
mill sites &c, to be furnished free by said  
Pennington, When each yard is finished (1/2)  
one half ~~in cash~~ to be paid, in trees herein-  
after mentioned, on logs in said yard when



measured, balance in 90 days, in cash, or before the lumber is moved from yard, if moved sooner. And the said M. C. Parsons hereby sells to said Pennington from 1000 to 1200 <sup>proper</sup> trees in the Pocket & Crab-orchard country in said county, on the lands of persons from whom said Parsons has deeds for said trees, which deeds he turns over to said Pennington, at the price of three dollars per tree, which trees are to be in part payment for the logs above mentioned, to be delivered to said Parsons. The said trees & logs each to be bound for the purchase money, by said Pennington. Witness the following signatures and seals.

M. C. Parsons *seal*  
John L. Pennington *seal*

M. C. Parsons.  
with  $\frac{2}{3}$  Contract  
John L. Pennington

Filed before me as the countess  
under which the logs in the neck  
of John L. Pennington were sold.  
F. M. Lewis.  
Clerk.



This deed made this first day of March 1878  
Between W<sup>m</sup> A. Taylor and Eliza C. his wife formerly  
Eliza A. Carns of the first part and M. C. Parsons  
of the second part all of the County of Lee and  
the State of Virginia Witnesseth that the said  
W. A. Taylor and Eliza A. Taylor his wife for  
and in consideration of the sum of two  
thousand two hundred and fifty dollars  
(\$2,250) the vendors here retained By W<sup>m</sup> A.  
Taylor and Eliza A. his wife until the pur-  
chaser money is paid hath this day Bar-  
gained, sold, granted and conveyed unto the  
said M. C. Parsons a certain tract or parcel  
of land lying in the county and state afores-  
said in Rocky Station Township and known  
as the Cedar Spring farm and Bounded  
as follows to wit - Beginning at a stake in  
the middle of the wagon road on a line of  
Martha B. Carns's former land and corner  
to Mary C. Jessie's land and with the  
line of said Mary C. Jessie's land north  
28° deg, E - 19½ poles to a stake in the  
wagon road N 29½° E - 24 poles to a stake in  
the road N 33° 30' E - 33 poles to some rocks  
by the N. side of the wagon road. N 28° E 20  
poles passing between the dwelling house  
and the Strahouse to a small cedar  
on the river cliff N 70° E 28 poles to two

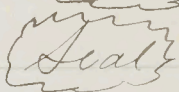


spruce-pine, dogwood and hickory on the  
south bank of Powell River as comes to  
Mary E. Jessie's land and Ira B. Sprinkles  
land and with the lines of said Sprinkles  
land  $S 64^{\circ} E 10$  poles leaving the river to  
two Black Oaks now down in the wagon  
road  $S 86^{\circ} E 31$  poles to a white oak now  
down  $N 57^{\circ} E 38$  poles to a stake in the  
middle of the road and with said road  
 $N 46^{\circ} E 14$  poles to a stake  $N 48^{\circ} E 46$  poles to  
a stake  $N 57^{\circ} E 24$  poles to a stake near a  
walnut marked as a corner  $N 57^{\circ} E 24$  poles  
to a stake  $S 32^{\circ} E 70$  poles to two cedars and  
red-buds  $S 30^{\circ} W 71\frac{1}{2}$  poles to a cedar and an  
Ash  $S 84\frac{1}{2}^{\circ} W 17$  poles to a spotted oak  $S 19\frac{1}{2}^{\circ}$   
 $E 62$  poles to two cedars corner to said down  
land and with the lines thence  $S 78^{\circ} W 89$   
poles to a Black Oak and two white oaks  
in a cink  $N 67^{\circ} W 73$  poles to two hickories now  
down  $N 49^{\circ} W 49$  poles to a Black Oak and  
white oak  $S 79^{\circ} W 64$  poles to a stake  $N 51\frac{1}{2}^{\circ} W 33$   
poles to the beginning containing by survey  
214 acres more or less to have and to hold the  
said tract of land with the appurtenances  
thereunto Belonging unto the said M. E. Parsons  
and his heirs forever. And the said W<sup>m</sup>  
A. Taylor and Eliza A. his wife formally



Eliza A. Barnes hereby covenants with the  
said M. C. Parsons that they will warrant  
generally the land hereby conveyed when  
the purchase money aforesaid shall have  
been paid. Witness the following signatures and  
Seals

W. A. Taylor 

Eliza A. Taylor 

Virginia, Lee County to wit: I, John B. West a  
Notary Public in and for said County and  
State, do hereby certify that William F. Tay-  
lor and Eliza A. Taylor, whose names are  
signed to the foregoing Deed, bearing date  
March 1<sup>st</sup> 1878, have acknowledged the same  
before me in my County aforesaid, and the  
said Eliza A. wife of said William F. Taylor  
being examined by me privately & apart from  
her said husband & having the deed aforesaid  
fully explained to her, she, the said Eliza,  
acknowledged that she had willingly  
signed and executed the same as her  
act and deed for the purposes therein  
mentioned, and does not wish to retract  
it. Given under my hand this, 11<sup>th</sup> day  
of May 1878.

John B. West, N. P.  
Virginia Lee County Clerk's Office May 11<sup>th</sup> 1878  
The foregoing deed dated March 1<sup>st</sup> 1878 between  
William F. Taylor and Eliza A. his wife &



the one part and M. C. Parsons of the other  
part all of the County of Lee <sup>and</sup> State of Virginia.  
was this day admitted to record upon  
the certificate of John B. West a Notary  
Public for Lee County Virginia.

Witness. John C. Grew, D. C.

Wm. A. Taylor & wife.

No 3 Decd

M. C. Parsons.

Leopm.

From D13.

C-75-



This deed made this the 9th day of May 1887 by  
and between M. C. Parsons of the one part  
and C. T. Duncan Trustee of the other part,  
both of Lee County Virginia. Witnesseth,  
that whereas the said M. C. Parsons has this  
executed to H. D. G. Blair his note for \$1250.00  
to become due and payable by the first day of March  
1895, and has executed his note to W. M. Smith  
for a like sum of \$1250.00 to become due and payable  
by the said first day of March 1895 and being desir-  
ous to secure the payment of said two notes, doth  
hereby grant and convey unto the said C. T. Duncan  
Trustee as aforesaid the following real estate, to  
wit: The Tracts of land purchased by said Parsons  
from T. P. Leames, Wm. A. Taylor's wife, Elizabeth  
Jesse & Lafayette Zion, and on which the said  
Parsons now resides, containing 600 acres more  
or less, to have and to hold the said real estate  
together with the appurtenances thereto belonging  
unto the said C. T. Duncan and his heirs forever.  
In trust nevertheless, Now if the said M. C.  
Parsons shall well and truly pay to said H. D. G.  
Blair and W. M. Smith the said notes when  
they become due, then this deed to be void, but  
should he fail to pay the same when due, then  
it shall be the duty of said Trustee, when so directed  
by said Blair and Smith to proceed at the front  
door of the Court house of this County, on some Court  
day to sell to the highest bidder for cash in  
hand, the said real estate or so much thereof as  
may be necessary to pay and satisfy said two  
debts and the cost of drawing and recording



1 this deed, after having advertised said sale for  
2 at least thirty days on the front door of the Court-  
3 house of said County, and in the vicinity of  
4 said land.

5 Witness the following signature & seal.

6 M. C. Parsons 

7 Virginia Lee County. to wit:

8 I, James W. Orr Commissioner in chancery  
9 for the Circuit Court of said County, do certify that  
10 M. C. Parsons, whose name is signed to the foregoing  
11 deed bearing this date, this day personally appeared  
12 before me and acknowledged the same to be his  
13 act and deed for the purposes therein mentioned  
14 Given under my hand this 9th day of May 1887

15 James W. Orr Commissioner-  
16 Virginia, Lee County Court clerk's office the  
17 9th day of May 1887. The foregoing deed bearing  
18 date May the 9th 1887, between M. C. Parsons  
19 of the one part, and to: T. Duncan Trustee of the  
20 other part, both of Lee County Virginia, was  
21 this day filed in this office and admitted to record  
22 upon the Certificate of James W. Orr Commis-  
23 sioner in chancery for the Circuit Court of Lee  
24 County Virginia

25 Teste John R. Gibson clerk

26 A copy -

27 Teste: S. W. Richmond Clerk



M. C. Parsons.  
T. J. Deed of Trust.

C. J. Duncan

Acopy -

Sept 50 Cts



This deed made this May 15th 1892  
between M. C. Parsons party of the first  
part. and George W. Parsons party of  
the second part. both of Lee County  
Virginia. Witnesseth that for and in con-  
sideration of natural love and affection  
the said party of the first part (being  
the father of the said party of the second  
part) after reserving unto himself a  
life estate in the premises hereinafter  
mentioned the said party of the first part,  
subject to the life estate aforesaid, with-  
out any right of the party of the second  
part to claim or hold responsible for  
any waste he may commit on the  
premises hereinafter described, doth  
hereby give, grant, convey and confirm  
subject to the life estate and privileges  
aforesaid a certain tract or parcel  
of land lying and being in Lee County  
Virginia on the East Knob, and being  
the same land that was conveyed  
by Weston Beatty and wife to M. D.  
Richmond on the day of 18  
which deed is of record in deed Book  
for and to which deed reference  
is here made for a more particular



description for the metes and bounds thereof. To have and to hold, subject to the life estate aforesaid, unto the said party of the second part and his heirs forever. Witness the following signature and seal, this the day and year first above written.

M. C. Parsons (Seal)

Virginia Lee County to wit:

I, E. W. Pennington a Notary Public in and for the County aforesaid and the State of Va, do Certify that M. C. Parsons whose name is signed to the writing above bearing date on the 12<sup>th</sup> day of May 1890, has acknowledged the same before me in my County aforesaid. Given under my hand and seal, this the 12<sup>th</sup> day of May 1890.

E. W. Pennington N.P.

Virginia Lee County to wit:

In the office of the Clerk of said County the 27<sup>th</sup> day of February 1890, this deed was presented and together with the Certificate thereto annexed Admitted to record.

Teste: S. V. F. Richmond Clerk

A Copy-

Teste S. V. F. Richmond Clerk



Geo W. Parsons  
From Copy of Recd

M. C. Parsons.

Dec Book 31 page 215

Clear 650 ers



This deed made this May 12th, 1892  
between M. C. Parsons, party of the first  
part, and George, H. Parsons party of the sec-  
ond, both of Lee County Virginia;

Witnesseth that for and in consideration  
of natural love and affection the said  
party of the first part (being the father of  
the said party of the second part), after  
reserving unto himself a life estate in  
the premises hereinafter mentioned, the  
said party of the first part, subject to  
the life estate aforesaid, without any  
right of the party of the second part  
to claim or hold responsible for any  
waste he may commit on the premises  
hereinafter described, doth hereby give,  
grant, convey and confirm, subject  
to the life estate and privilege aforesaid  
a certain tract or parcel of land lying  
and being in Lee County Virginia,  
on the Elk Knob, and being the same  
land that was conveyed by Huston  
Beatty and wife to M. D. Richmond on  
the day of 18 which deed is of  
record in Deed Book      and  
to which deed reference is here made  
for a more particular description for the  
metes and bounds thereof. To have and  
to hold, subject to the life estate aforesaid  
unto the said party of the second part  
and his heirs forever.

Witness the following signature and



1 seal, this the day and year first above  
2 written

3 M. C. Parsons. Seal  
4 Virginia Lee County Court;

5 I E. W. Pennington, a notary public  
6 in and for the County aforesaid and the  
7 State of Va., do Certify that M. C. Parsons  
8 whose name is signed to the writing  
9 above, bearing date on the 12<sup>th</sup> day of  
10 May, 1892, has acknowledged the same  
11 before me in my County aforesaid.

12 Given under my hand and seal,  
13 this the 12<sup>th</sup> day of May, 1892,

14 E. W. Pennington N.P.  
15 Virginia Lee County Court;

16 In the Office of the Clerk of said  
17 County the 27<sup>th</sup> day of February 1895, this  
18 deed was presented and together with the  
19 Certificate thereto annexed admitted to  
20 record.

21 Teste: S. W. Richmond Clerk,  
22 "Aaahy"

23 "Teste" S. W. Richmond  
24 Clerk



M. L. Parsons  
To  
George H. Parsons  
D.B. 31. Page 215

C. 40th

P. L. Cunningham: Adams.

v.s. {Exhibit. A"  
with Bue

H. J. Russell & al.



This Agreement made this 6<sup>th</sup> day of October 1894 Between M. C. Parsons of Lee Co. Va. of the first part & Henry Steele of Middleborough Ky of the second part Witnesseth; That the party of the first part agrees to sell, set over & transfer to the party of the second part, all that parcel of land known as the Elk Knob Farm, lying in Lee, Co. Va. & this is understood to be a sale in gross & not by the acre same being all land on & adjoining said Elk Knob & now in possession of said party of the first part, that can be included in one boundary for the sum of Twelve Thousand Dollars (\$12,000<sup>00</sup>) paid & to be paid as follows:

Fifteen Hundred Dollars (\$1,500<sup>00</sup>) by the Conveyance by the Pocket Co, to the party of the first part, of all right, title & interest belonging to the Pocket Co, in a tract or parcel of land lying in the Pocket in Lee Co. Va. & containing about hundred & sixty five (165) acres, be it more or less, said tract being the same as that conveyed by Deed to the Pocket Co by Charles E Mallett, and conveyed by Deed to Charles E Mallett, by John L. Pennington, both of which Deeds are recorded in County Clerk's Office at Jonesville & reference is hereby made to said records for a particular description of said land Five hundred



( $\$500.00$ ) to be paid to the party of the first  
part On October 1st 1895  $\$1100.00$   
Hundred Dollars to be paid, on the 1st  
day December 1896  $\$$  to be paid on each  
first day of December following, until  
the full amount has been paid Interest  
on the deferred payments is to be cal-  
culated at (3%) per cent per annum, The  
party of the first part agrees to accept  
in payment in payment of the amount  
of interest falling due each year, Either  
Cash or Pasturage estimated at one  
Dollar ( $\$1.00$ ) per month for each horse, mule,  
Ox or cow,  $\$$  each head of Cattle three  
(3) years old or over  $\$$  Seventy five Cents  
per month for each head of two years  
old & less than three  $\$$  fifty Cents per  
month per each head of yearlings, or  
Corn delivered at the farm owned  
by the party of the first part on Hickory  
Plats, value of said Corn to be estima-  
ted at fifty Cents (50cts) per bushell. If  
the amount of interest is paid in Cash,  
it is to be paid On December 1st of each  
year Beginning December 1st 1895,  $\$$  if in  
grazing it is to be taken During the  
seven months between April 1st and  
November 1st of each year, Beginning April  
1st 1896 for the year then past  $\$$  if in  
Corn it is to be delivered during the  
month of December of each year, Beginning  
December 1st 1895, The party of the first part



1 agrees to give a good & sufficient bond  
2 for the title of the property conveyed by  
3 him & to deliver to the party of the  
4 second part, a deed of said land, with  
5 vendors lien reserved, before December  
6 1<sup>st</sup> 1896, & to give the party of the second  
7 part possession of the land on November  
8 15 1894. And the party of the second part  
9 agrees to cause to be given by the Pocket  
10 Co, to the party of the first part, a deed of  
11 the forsaid tract of land in the Pocket  
12 containing about 1165 acres & formerly  
13 owned by John L. Pennington and to  
14 grant to the party of the first part undi-  
15 vided possession of the land all inter-  
16 lineations and alterations on this  
17 paper were made previous to signing.

18 Witness our signatures & seals this  
19 6th day of October 1894.

20 Witness John Delcliser

21 M. C. Parsons (Seal)

22 Henry Nicole (Seal)

23 Virginia Lee County Court;

24 I A. G. Hyatt a Notary Public for the  
25 County in the State aforesaid do hereby  
26 Certify that Henry Nicole whose name  
27 is signed to the foregoing writing  
28 bearing date October 6<sup>th</sup> 1894 has acknow-  
29 edged the same before me in my County  
30 aforesaid And I also Certify that John  
31 Delcliser whose name appears as a  
32 witness to above Contract, personally ap-



Agreement  
M. C. Parsons  
and  
Henry Nicole.

Recorded Page 177.

Dec 1895

c 90 etc.

Robt. Cunningham Admin

Exhibit B.  
with bill

H. Russell et al.

Examined,

at the time M. C. Parsons & Henry Nicole made and executed the above contract on Oct. 6/94 and that he witnessed the signature of both parties and read the contract to M. C. Parsons. And I also certify that H. N. Mitchell personally appeared before me and made oath that he was present.

heard before me and made oath that he was present in the room where & at the time the above Contract between M. C. Parsons & Henry Nicole was made that he furnished the paper to Henry Nicole & saw them prepared.

Given under my hand this 21<sup>st</sup> Day of February 1895.

A. G. Hyatt  
N. Public.

Virginia Lee County Court;

In the office of the Clerk of said County the 21<sup>st</sup> day of February 1895 this Deed was presented and together with the Certificate thereto annexed admitted to record.

Teste: S. V. Richmond Clerk

"Acopy"

Teste: S. V. Richmond Clerk



This deed made this 12th day of May, 1892, by and between M. L. Parsons, party of the first part and Ellen Jesse, party of the second part, both parties of Lee County Virginia;

Witnesseth that for and in consideration of natural love and affection the said party of the first part, being the father of said party of the second part, after reserving unto himself a life estate in the premises herein after mentioned the said party of the first part, subject, to the life estate aforesaid, and without right on the part of the second part to claim or hold the party of the first part responsible for any waste, do hereby give, grant, convey and confirm, subject to the life estate aforesaid, a certain tract or parcel of land lying and being in Hickory Flats in the County of Lee and State of Virginia, and the same being a portion of the land that was conveyed to said party of the first part on the 26th day of Nov, 1879, by Thomas P. Barnes and wife, which deed is of record in Deed Book 18, page 636, and bounded as follows, to wit:

Beginning at a stake in the center of the Turkey Cove road, and opposite the mouth of the lane leading from said Turkey Cove road toward the



late John Jesse's, and with said  
lane S 31 E 136 1/2 ft to a stake, corner  
to the late John Jesse land, which  
corner was formerly known as a  
black oak and hickory corner, thence  
N. 78 E 193 ft, to a hickory & white oak,  
near the wagon road; S 6 N 56 1/2 to a  
hickory & black oak near a hog wallow,  
corner to the late Thomas J. Lerner Jr's  
land; thence N. 65 E 64 ft to four pine oaks;  
N 64 N to the middle of the first wagon  
road running from said point; thence  
with said road northwesterly and  
running by the old Thomas P. Barnes  
house to the middle of the said Turkey  
cove road; thence with said last  
mentioned road westwardly to the  
beginning.

To have and to hold, subject to the  
life estate and rights aforesaid, unto  
the said party of the second part  
& her heirs forever.

Witness the following signatures and  
seal, this the day & year first above  
written.

M. C. Parsons (Seal)  
Virginia, Lee County, to-wit:

J. E. H. Pennington, notary public in  
and for the County aforesaid and State  
of Virginia, do hereby certify that M. C.  
Parsons, whose name is signed to  
the writing above bearing date on the



12th day of May, 1892 has acknowledged  
the same before me in my County  
aforesaid.

Given under my hand this the 12th  
day of May, 1892.

E. W. Pennington  
N. C.

Virginia Lee County, to-wit:

In the office of the Clerk of the  
said County, Jan'y 16<sup>th</sup> 1893, this deed was  
presented, and together with the Certifi-  
cate thereto annexed admitted to record

Teste J. A. Gibson C. C.

"a Copy."

"Teste" J. V. F. Richmond Clerk



M. L. Parson  
To  
Ellen Jessie

<sup>28</sup>  
D. B. Page 327

Examined

60 cts.

Robt L. Cunningham

W. Exhibit C -  
with Bill

H. J. Russell & ac



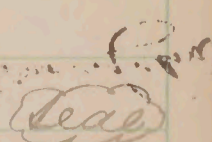
This deed made this the 12<sup>th</sup> day of  
May 1892, between M. L. Parsons, party  
of the first part, and Rebecca Parsons,  
party of the second part, both of Lee  
County Virginia:-

Witnesseth that for and in Consideration  
of natural love and affection the said  
party of the first part (being the father of  
the said party of the second part) after  
reserving unto himself a life estate in  
the premises hereinafter mentioned,  
the said party of the first part, subject  
to the life estate aforesaid, and without  
any right of the party of second part  
to claim or hold responsible for any  
waste that he may commit on the  
premises hereinafter described, doth  
hereby give, grant, convey and confirm,  
subject to the life estate and privileges  
aforesaid reserved two certain tracts or  
parcel of land lying and being in Lee  
County Virginia, the first of which tracts  
is the same tract that was conveyed  
by W. A. Taylor and Eliza his wife, on  
March 1<sup>st</sup> 1898, and recorded in Deed  
Book 19, p 225 and to which deed refer-  
ence is here made for a more particular  
description of the metes and bounds of  
the same, The second of which tracts  
being the residue of that portion of the  
land not deeded to Ellen Jesse out of  
the Thomas O. Barnes tract, To ascertain



the metes and bounds of this last named tract reference is here made to the deed this day made to the said Ellen Jesse, and the deed of Thomas, P. Barnes and wife, made the 26 day of Nov. 1879<sup>th</sup> to the said M. C. Parsons. The said Rebecca shall have the right to take and use water from the big spring under the river bluff north-east from my dwelling house. From this conveyance out of said Taylor tract of land there is excepted and excluded about 3 $\frac{1}{10}$  acres heretofore sold to Wilson Linton, Geo. H. Sprinkle & Frank Slater, to have and to hold, subject to the rights and reservations aforesaid, the said two tracts of land above conveyed unto the party of second part and her heirs forever.

Witness the following signature and seal, this the day and year first above written,

M. C. Parsons 

Virginia Lee County, to wit:

I E. H. Pennington, a Notary Public in and for the County aforesaid and the State of Virginia, do hereby Certify that M. C. Parsons whose name is signed to the writing above bearing date on the 12<sup>th</sup> day of May, 1892, has acknowledged, the same before me in my County aforesaid,

Given under my hand and seal, this



1 may 12th 1892,

E. H. Pennington N.P.

2 Virginia Lee County town:

3 In the Office of the Clerk of said  
4 County the 27th day of Feby 1895, this deed  
5 was presented and together with the  
6 Certificate thereto annexed admitted to  
7 record.  
8

9 Teste S. V. F. Richmond Clerk  
10 "Acopuy"

11 Teste S. V. F. Richmond Clerk  
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Rebecca Parsons  
From  
M. C. Parsons.

J.B. 31 Page 216

C. 60 cts

Abt L. Pennington  
vs. of Exhibit D

H. J. Russell Et al.



This deed made this July 12 1895, by and between F. E. Parsons party of the first part, Ed Harve. J. Russell, M. E. Russell his wife J. C. Jesse Ellen Jesse his wife Ed Rebecca Parsons Ed George W. Parsons of the second part all of Lee County Va. Witnesseth that whereas the party of the first part as widow of late M. C. Parsons, claims dower in certain lands, which descended to the parties of the second part as heirs at law of the said M. C. Parsons and whereas the party of the first part, has heretofore instituted her suit in Chancery for the recovery of said dower, and whereas the parties hereto have this day mutually settled the matter involved in said suit and all questions of Ed concerning said dower in the said M. C. Parsons estate, Now therefore in consideration of said agreement and the sum of one thousand & seventy five dollars paid and secured to be paid this day the said F. E. Parsons widow of M. C. Parsons by these presents, relinquished Ed quit claim to all dower or claim of dower in and to said M. C. Parsons real estate of which he was seized during the coverture Ed Covenants that she will not further prosecute her suit therefor but will Ed by these presents direct the same to be



dismissed and stricken from the docket,  
Witness the following signature and  
seal this the day & Year first above  
written,

Ernie E. Parsons *(Seal)*  
Virginia Lee County Court;

I V.H. Kelly, a Notary Public for the  
County aforesaid in the State of Virginia,  
do Certify that Ernie E. Parsons, whose  
name is signed to the above writing  
bearing date on the 12th day of July 1895 -  
has acknowledged the same before me in  
my County aforesaid.

Given under my hand this 13th  
day of July 1895 -

Vincent H. Kelly N.P.

Virginia Lee County Court;

In the office of the clerk of said County  
the 15th day of July 1895 - this deed was  
presented & together with Certificate thereto  
annexed admitted to record.

Teste: J. V. T. Richmond clerk.  
"acopy"

"Teste": J. V. T. Richmond  
clerk



F. E. Parsons

To

J. H. Russell et al.

DTB. 3<sup>1</sup> P 453

@ 40 cts,

R. L. Huntington Adm.

vs. { Exhibit "F"  
with Bibles

H. J. Russell et al.



Virginia, Lee County, towit;

To France Miles, Constable of said County:

These are to command you to cause R.L. Pennington to have possession of volume 7, of Hurst's Annotated Digest of the Va. decisions, published by Hurst & Co. which he has recovered before me against Adams Express Co.

You are also commanded that of the goods and chattels, current money and bank notes of the said Adams Express Co. you cause to be made the sum of 100 dollars which were adjudged to the said R.L. Pennington for his costs in prosecuting this warrant.

And make return before me of the day and manner of executing this writ. Given under my hand, this the 27th day of Feb. 1902.

H. C. Forslynn J.P.



Virginia, Lee County, to wit:-

To France Miles, Constable of Lee County:

You are hereby commanded to summon the Adams Express Company, in their own right and as agent for Hurst and Company, (by delivering a copy of this summons to W.E. Flenor agent of said Company at Ocoonita, Va.) to appear at Jonesville at my office, in said County on the 27th day of February, 1902, at 1 P.M. of the said day, before me or such other justice as may be there to try this warrant, to answer the claim of Robert L. Pennington, in detinue for one law book, being known as volume VII of Hurst's Annotated Digest of the Virginia decisions, and published by the said Hurst and Company, of the value of \$36.00, which the said Robert L. Pennington claims as his property, and which as he alleges the said Adams Express company in their own right and as agent for the said Hurst and Company, unjustly detains from him, and make there return of this warrant.

Given under my hand, this the 10th day of Feby, 1902.

H. C. Joslyn J.P.

R.L. Pennington, :  
vs. : In Detinue  
Adams Express Co. :

At the office of H.C. Joslyn, J.P. in the town of Jonesville, Va, on the 27th day of Feby 1902.

Judgement that the plaintiff recover of the defendant the the law book known as Vol. VII of Hurst's Annotated Digest of the Virginia Decisions, published by Hurst and Co., in the warrant mentioned, of the value of \$36.00, and \$1<sup>00</sup> for his costs.

H. C. Joslyn J.P.



Executed July 12<sup>th</sup> 1902 by delivering a true  
copy of the within summons to W. E.  
Fisher agent of the Adm'r Express Co. of  
the office of said Company at Occochee  
in Lee County Va. James Miles C. L.

R. L. Perington  
vs } Warrant in Detinue  
Adams Express Co et al



Sale Bill of property belonging to the  
Estate of M. L. Parmur, Decd, made May  
28<sup>th</sup> by J. H. Jones & H. J. Russell his Attorneys,  
which falls due Jan 1, 1898.

|    |        |                      |      |
|----|--------|----------------------|------|
| 25 | burial | corn to A. K. Lloyd, | 9 00 |
| 25 | "      | " " Geo. Williams    | 9 50 |
| 25 | "      | " " J. W. Evans      | 9 50 |
| 25 | "      | " " Silas Parmur     | 9 50 |
| 25 | "      | " " W. Evans         | 9 50 |
| 25 | "      | " " John Howard.     | 9 50 |
| 25 | "      | " " John Kirk        | 9 50 |
| 25 | "      | " " A. K. Lloyd      | 8 75 |
| 25 | "      | " " Sidney Stewart   | 8 75 |
| 25 | "      | " " A. K. Lloyd      | 8 75 |
| 25 | "      | " " John Kirk        | 8 75 |
| 25 | "      | " " A. L. Lloyd.     | 8 75 |
| 18 | "      | " " J. P. Sherman    | 6 30 |
| 25 | "      | " " W. Hedrick       | 9 25 |

1896  
May

28 Report to P. Little  
Total Amt of Sale to day

50 00

\$175 25

To the Comrs of A. C. H.

The foregoing is respectfully submitted

H. J. Russell and  
J. H. Jones,  
Attorneys of the Estate of  
M. L. Parmur, Decd.



2<sup>nd</sup> Sale Beer  
made by  
Russell & Jessen,  
Admrs of the Estate  
of  
M. C. Parsons, dec'd

\$175.<sup>00</sup>



Lucil Parson in acct  
{ With George F. Clark  
inclusively from Feb 11th 1890  
to 1895 attention on himself  
& son some fever & pain on  
his back making in all 3 visits  
\$6.00

Dr: Geo. F. Clark has this day  
made oath before me Robert W. Orr  
LP that the above acct  
is just and true  
Robert W. Orr LP

We the undersigned  
do witness that the above acct  
is true to



Admitted by the  
Admrs. to be just  
and correct and  
no defense or plea to  
offer against same,  
This May 17, 1897

A. M. Gavis,  
Special Comr.



# Sale Bill of the Estate of M. C. Parsons

March 5th 1875

|                                   |      |
|-----------------------------------|------|
| Ben Wampler 1 Pr Log Hooks        | 35   |
| John Wolver 1 Log Chain           | 65   |
| Rice Lawson 2 Pitchers for        | 25   |
| J. P. Lawson 1 Hole digger        | 95   |
| L. C. Shelburn 1 L. Shovel        | 25   |
| A. S. Cox 1 Sledge Hammer         | 30   |
| " " " "                           | 35   |
| L. C. Shelburn 1 Cycle grinder    | 2 25 |
| Rice Lawson 1 Saddle              | 2 00 |
| A. J. Russell 1 half bushel       | 25   |
| Robert Willis 1 grain shovel      | 15   |
| L. C. Stout 1 Pr Scales           | 65   |
| M. F. Litten two Bryer Scythes    | 30   |
| Rice Lawson 1 side saddle         | 4 05 |
| M. F. Litten 3 balls Twine        | 45   |
| Martin Witt 1 Pr Harness          | 05   |
| S. E. Shelburn 1 Hog Wringer      | 15   |
| A. J. Reason 1 Horse collar       | 26   |
| J. T. Smith 1 Double Tree         | 10   |
| M. C. Brooks 1 Buttrick Hor       | 03   |
| J. P. Shelburn 2 pieces of Iron   | 10   |
| Hub Bryner 1 Oliver Plow          | 6 40 |
| L. C. Shelburn 1 gr. Cradle       | 20   |
| J. P. Shelburn 1 grain Cradle     | 55   |
| Geo. A. Crabtree 1 grain Cradle   | 1 60 |
| M. F. Litten 1 Bush Scythe        | 40   |
| L. C. Shelburn " "                | 55   |
| L. D. Glass " "                   | 75   |
| S. E. Turner " "                  | 70   |
| S. E. Shelburn 1 Shovel           | 05   |
| L. E. Johnson Old back bands      | 25   |
| Geo. A. Crabtree 20 bus Oats @ 35 | 7 00 |
| A. L. Pruett 20 bu Oats @ 36      | 7 20 |
| Same " " " " 36 1/2               | 7 30 |
| Fr. M. W. Cornell 20 bus of       |      |
| Oats of @ 36 1/2                  | 7 30 |



|                                           |       |
|-------------------------------------------|-------|
| W.P. Woods 20 Bus @ 36                    | 7 20  |
| L.M. Loyd 20 " " 37 1/2                   | 7 50  |
| W.P. Wood 17 " " 35 1/2                   | 6 03  |
| Elias Lawson 1 new                        | 50    |
| J. C. Jesse 1 new Cate 36                 | 36    |
| Elias Lawson 3 bus " 37 1/2               | 1 12  |
| J. R. Wood 10 bus Wheat @ 70              | 7 00  |
| J. R. Wood 10 " " @ 73                    | 7 30  |
| Wm. Williams 10 " " 71                    | 7 10  |
| S. E. Turner 10 " " 71                    | 7 10  |
| " " " " 71                                | 7 10  |
| Wm. Williams 15 3/4 " " 68                | 7 31  |
| Wm. Williams 10 " " 59                    | 5 90  |
| John Allen 10 bus " " 65                  | 6 50  |
| John Gilbert 10 " " " 66                  | 6 60  |
| John Allen 10 " " " 67                    | 6 70  |
| Elias Lawson 1 Piece of Plow              | 15    |
| Elias Bowman 4 Shovelers 7 1/2 @ 9 1/2    | 6 75  |
| L. C. Shelburn 5 Sides of Bacon 60 " 1/2  | 6 90  |
| Elias Lawson 5 Sides of Bacon 102 " 1 1/2 | 11 73 |
| Stephen Burk 4 " Bacon 87 " @ 11 1/2      | 9 32  |
| Austin Miles 4 Sides " 76 " 1 1/4         | 8 93  |
| O. L. Perry 3 Bacon Hambs 36 " 10 1/2     | 3 78  |
| Edward Travis 3 Hambs 50 " 10 1/2         | 5 78  |
| T. J. Yearry 10 Pr Gease                  | 1 20  |
| Chapley Orr " " "                         | 85    |
| T. S. Cammer 1 Double Plow                | 1 80  |
| V. H. Kelly 1 Single Plow                 | 90    |
| J. P. Shelburn 1 Harrow                   | 1 30  |
| T. S. Cammer 1 Cradle Blade               | 56    |
| N. S. Cox 2 Beef Hides 35 " @ 3 1/2       | 1 22  |
| Louis Stapleton 50 Bus Com @ 57 1/2       | 28 75 |
| H. E. Parsons " " " " 45                  | 22 50 |
| Elias Lawson " " " " @ 56                 | 28 00 |
| Geo. Stapleton 50 " " " @ 63              | 31 50 |
| " " " " " 60                              | 30 00 |
| Elias Lawson " " " " 57 1/2               | 28 75 |
| Thomas Cooney 50 " " " 57                 | 28 50 |
| John Nelson 50 " " " 55                   | 27 50 |
| Edward Travis 50 " " " 56                 | 28 00 |
| Louis Stapleton 50 " " " 55               | 27 50 |

|                                   |       |
|-----------------------------------|-------|
| John Nelson 50 bus @ 55           | 27 50 |
| Wm. E. Kelley 1 Sulkey Plow       | 6 00  |
| J. L. Slaughter 4 Shoats          | 10 10 |
| M. S. Lamm 1 Stack Hay            | 8 35  |
| H. E. Parsons 1 " " "             | 11 50 |
| V. H. Kelly " " " "               | 14 65 |
| J. S. Garton " " " "              | 15 10 |
| W. P. Wood " " " "                | 14 25 |
| J. T. Smith 1 Deering Mower       | 24 00 |
| C. E. Johnson 12 Horse Wagon      | 15 00 |
| J. H. Stagg 1 Log Wagon           | 6 10  |
| W. P. Wood 1 Hay Rack             | 35    |
| A. K. McClure 1 Top Buggy         | 12 25 |
| W. E. Thompson 1 Spring Wagon     | 25 50 |
| A. J. Russell 1 set buggy Harness | 3 30  |
| A. K. McClure " " " "             | 7 25  |
| J. H. Wilson 1 Red Cow            | 15 65 |
| W. E. Johnson 1 Red Ox            | 7 00  |
| J. P. Shelburn 1 Red Calf         | 6 65  |
| H. E. Parsons 1 Grey Mule         | 40 00 |
| C. E. Johnson 1 Bay Mule          | 28 25 |
| C. P. Harrison 1 Hog              | 14 00 |
| M. H. Litten 1 Male Pig           | 3 80  |
| E. M. Gilbert " " " "             | 3 00  |
| Elbert Harrison 1 Sow Pig         | 4 00  |
| J. F. Stagg 5 Shoats              | 21 00 |
| D. S. Litten 9 Shoats             | 24 00 |
| Elbert Harrison 1 Shoat           | 2 75  |
| J. F. Stagg 7 Shoats              | 16 00 |
| J. F. Stagg 1 Hog                 | 2 25  |
| C. B. Beck 2 Hogs                 | 9 75  |
| Wm. E. Kelley 3 "                 | 11 50 |
| Wm. A. Parsons 50 bus Com @ 55    | 27 50 |
| Frank Hampler 50 " " @ 56         | 28 00 |
| J. L. Slaughter 50 " Com @ 57     | 28 50 |
| Perry Astrop 50 " Com @ 60        | 30 00 |
| H. J. Willis 50 " " @ 60          | 30 00 |
| Thomas Cooney 50 b " " 60 1/2     | 30 25 |
| Wm. E. Kelley 1 Stack of Hay      | 15 05 |
| L. M. Loyd " " " "                | 16 25 |
| M. S. Lamm 1 Lot fodder           | 2 80  |



|                                            |               |
|--------------------------------------------|---------------|
| Wm J. Lilly 1 stack of Hay                 | 11 40         |
| J. C. Jesse. 1 Hay Rake                    | 9 25          |
| John B. Harrison 46# Bacon @ 9             | 4 14          |
| F. E. Parsons Chickens 40 @ $3\frac{3}{4}$ | 5 25          |
| " 4 Turkeys 48 @ $2\frac{1}{2}$            | 1 20          |
| John Smith 1 small bed                     | 4 60          |
| Rev. F. Parsons Patch                      | 5 00          |
| Ellen Jesse 1 Lot dishes                   | 50            |
| " " 1 Butter Knife                         | 10            |
| Eva Russell 1 Lot dishes                   | 50            |
| Ellen Jesse 1 Sugar Bowl                   | 05            |
| Eva Russell 1 Lot dishes                   | 50            |
| Ellen Jesse Spoon Holder                   | 05            |
| F. E. Parsons 1/2 set cups                 | 25            |
| R. W. Smith 5 plates                       | 17            |
| Orlena Parsons Pitcher                     | 16            |
| Eva Russell 1 Butter dish                  | 05            |
| " " Sugar Bowl                             | 15            |
| Henry Myers 1 Gravy Dish                   | 10            |
| John Smith 1 Case stand                    | 25            |
| Eva Russell 1 Dish                         | 16            |
| Ellen Jesse 1 Dish                         | 09            |
| Doct. Umbarger 1 Dish                      | 05            |
| Henry Myers 1 Dish                         | 10            |
| L. C. Shelburn                             | 13            |
| Ficker Hall 1 Pepper box                   | 05            |
| Eva Russell's spoons                       | <del>06</del> |
| Rial Lawson 1 Cooking m                    | 05            |
| W. G. Bishop 1 Dish                        | 05            |
| Orlena <sup>Parsons</sup> Goblet           | 05            |
| Orlena Parsons 8 Plates                    | 20            |
| Rial Lawson 1 set Knives & forks           | 31            |
| John Myers 1 Dish                          | 15            |
| F. E. Parsons 1 T. Cloth                   | 38            |
| Rial Lawson 1 Table                        | 25            |
| F. E. Parsons 1 Lamp                       | 41            |



|                                          |        |
|------------------------------------------|--------|
| Eva Russell 1 Lamp                       | 31     |
| F. E. Parsons 4 cans fruit               | 20     |
| R. S. Barnes 1 Shotgun                   | 5 75-  |
| F. E. Parsons 8 Fruit Cans $\frac{1}{3}$ | 67     |
| Ellen Jesse 9 " "                        | 63     |
| L. C. Sheelburn 1 Lamp                   | 05-    |
| H. C. Fugate 1 Lounger                   | 30     |
| Eva Russell 1 smooth Iron                | 50     |
| W. P. Wood 1 jug                         | 50     |
| Ellen Jesse 1 Table                      | 10     |
| John Smith 3 rocks                       | 22     |
| Perry Distrah 2 rocks                    | 20     |
| W. C. Bishop 2 "                         | 19     |
| Ellen Jesse 1 Jar                        | 10     |
| Ellen Jesse 1 Jar                        | 05-    |
| Wm P. Wood 1 Ice can                     | 35-    |
| Ellen Jesse 1 Iron Kettle                | 50     |
| J. M. Sword 1 Bed & <u>Mid</u>           | 8 80   |
| W. F. Hall " "                           | 16 25- |
| J. C. Hazley 1 Bed                       | 8 75-  |
| Eva Russell 1 Chest                      | 25-    |
| G. E. Johnson 2 chairs                   | 40     |
| J. H. Parsons 2 "                        | 35-    |
| J. H. Parsons 2 "                        | 30     |
| F. E. Parsons 2 "                        | 20     |
| John Harrison 1 Iron Wedge               | 10     |
| G. E. Johnson 2 chairs                   | 25-    |
| J. M. Sword 1 Grind Stone                | 80     |
| Geo. A. Crabtree 1 Pr. Cans              | 32     |
| F. E. Parsons 1 Beaureau                 | 2 00   |
| " " 1 block                              | 2 00   |
| Cub " Primer " "                         | 2 05-  |
| John Harrison 1 Table                    | 1 00   |
| F. E. Parsons 1 Table                    | 50     |
| Ellen Jesse 1 Pr. and Irons              | 5 50   |
| F. E. Parsons 1 Pr " "                   | 35-    |



|                            |      |
|----------------------------|------|
| John Smith, Wash Stand     | 80   |
| H. E. Parsons, Carpet      | 150  |
| " " " "                    | 70   |
| " " 3 set " curtains       | 150  |
| Ellen Jesse 1, " "         | 10   |
| Eva Russell 3 1/2 " "      | 35-  |
| H. E. Parsons 12 Green 10  | 120  |
| Elbert Harrison, 1 rug     | 05-  |
| H. E. Parsons 1, Barrel    | 10   |
| Wm J. Gilby, 1 cow         | 1500 |
| J. H. P. Kelly 1 Black Man | 5050 |
| 1 Reaper & binder not sold |      |
| <hr/>                      |      |
| \$ 1280.54                 |      |

Russell & Jesse Admrs.  
Virginia Lee County to wit:

In the office of the Clerk of said  
County the 3<sup>rd</sup> day of June 1895, this  
Sale Bill was presented and ad-  
mitted to record

Teste: S. V. F. Richmond  
A copy - Teste: S. V. F. Richmond & Clerk

0125-

Page 245

Recorded in  
this Book No 4

Sale Bill  
of W. L. Parsons



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON *George Pennington, J. W.*  
*Seth, George Zion, Harve Cecil,*

*A. M. Goins*  
to appear before the Judge of our Circuit Court of Lee County, at the court-house thereof on the  
*27th* day of *April* 189*6*, to testify and the truth to say in behalf of  
the *Plaintiff*

*A. M. Goins Commissioner in the Chancery Cause of*  
before the said Judge depending and undetermined between  
*R. L. Pennington advisors H. J. Russell et als*  
*Kimrod Coleet* PLAINTIFF,

and

*H. J. Russell et als* DEFENDANT

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-  
house, the *3rd* day of *April* 189 *6* and in the ~~th~~  
*120th* year of the Commonwealth.

*A. M. Goins, Atty for Court*  
Clerk.



R. L. Pennington  
vs. Spa for witnesses  
H. J. Russell et al  
27th day of April 1896

Executed Apr 24, 96  
by Sumner's  
G. W. Ziemer & G. W.  
Pennington &  
J. W. Scott &  
Harry Cecil  
to appear at the  
place and time  
mentioned above  
the within sumner  
at L. Flunkeyes  
for W. P. Weston



" " *Belvin #4* "

The Estate Of M.C. Parsons, deceased,

In account with,

R.L. Pennington, Admr.

Of the Estate of W.M. Pennington Deceased.

1893.

June, 16th, To Note executed to W.M. Pennington, \$ M. \$205.00

1893.

Jan 27, By payment on said note. 12.40

*Claim*  
*#4*



"Belaine # 5-"

The Estate of M.C.Parsons in account with

R.L.Pennington Commr.in case of

Bumgardner and Russell, Admrs.,

Vs.

1894.

R.L.Wynn, Admr., et al.

Nov.13, To Making deed in case of above styled cause. \$5.00



Sallie Johnston, W.R. Johnston, and the

Estate of M.C. Parsons,

In account with,

R.L. Pennington, Commissioner, in case of

C.M. McClung and Co.,  
vs. W.R. Johnston.

L895.

Jan 21, To note W.R. Johnston and M.C. Parsons security, \$404.68  
due 12 months after date with interest

.. To Note due 2 years after date.

404.67



These notes were executed for the purchase price of the land sold under a decree in the case of C.M. McClung and Co., Vs. W.R. Johnston, which was purchased by Sallie Johnston, who gave as her surety her husband, W.R. Johnston and M.C. Parsons. None of the money has been paid, though part due, but rule has been awarded against the purchaser to show cause why the land may not be resold, and if upon the resale the land brings a sum sufficient to pay the amount of these notes then Parsons's estate will be released from any liability thereon.



R. L. Pennington Admr -

v.s.

H. J. Russell & Hal - veftho

---

Claims presented by

R. L. Pennington.

v.s. Estate.

R. L. Pennington Admr, 205.00

R. L. Pennington Comr, 5.00

R. L. Pennington Comr 404.67

Sum 404.68

"Claims #4, 5, 6, 7"



M. C. Parsons - In Account with  
 1891 Nimrod Potest.

|           |    |                           |       |
|-----------|----|---------------------------|-------|
| March     | 3  | Whiskey up to date        | 14 50 |
| Apr       | 1  | Lo 5 1/2 pts whiskey      | 1 40  |
| "         | 6  | " 5 pts "                 | 1 25  |
| "         | 10 | " 3 qts "                 | 1 50  |
| "         | 17 | " 1 gal. "                | 2 00  |
| "         | 24 | " 1 1/2 " "               | 3 00  |
| May       | 1  | " 1/2 " "                 | 1 00  |
| "         | 6  | " 1 1/2 " "               | 3 00  |
| "         | 14 | " 1 gal + 1 qt. "         | 2 50  |
| "         | —  | " 1 qt. by Nath Johnson   | 50    |
| "         | 29 | " 1 qt Self.              | 50    |
| "         | —  | " Order Nath Johnson      | 50    |
| June      | 1  | " 1/2 gal. whiskey        | 1 00  |
| "         | 3  | " 2 gals + 1/2 pt "       | 4 12  |
| "         | 15 | " 1 1/2 " + 1/2 pt "      | 3 15  |
| July      | 4  | " 1 3/8 " "               | 3 25  |
| "         | 13 | " Whiskey by self         | 3 15  |
| "         | 21 | " 2 3/16 gals whiskey     | 4 60  |
| "         | 23 | " 1 qt whiskey by Rollins | 50    |
| "         | 30 | " Whiskey                 | 3 15  |
| Aug       | 3  | " 1/2 gal whiskey         | 1 00  |
| "         | 12 | " 1 1/8 " "               | 2 50  |
| "         | 15 | " Order by Burton         | 50    |
| "         | 25 | " 1 1/8 gals. whiskey     | 2 50  |
| "         | 31 | " 1 1/4 " "               | 2 50  |
| Sept.     | 4  | " 1/8 " "                 | 2 25  |
| "         | 10 | " 1 1/4 gals "            | 2 50  |
| "         | 12 | " 1 qt "                  | 50    |
| "         | 18 | " 1 1/4 gals. "           | 2 50  |
| "         | 25 | " Order - L. G. Sprinkle  | 1 00  |
| "         | 25 | " " Bob Bursk             | 50    |
| Oct.      | 9  | " 1/2 gal. Brandy         | 1 00  |
| "         | "  | " 6 pts whiskey           | 1 40  |
| "         | 24 | " 1 1/2 gals "            | 2 62  |
| Nov       | 6  | " 1 qt "                  | 50    |
| "         | 7  | " 1 " "                   | 50    |
| And over. |    |                           | 78 84 |



|       |    |                                      |  |           |
|-------|----|--------------------------------------|--|-----------|
| 1891  |    |                                      |  |           |
| Nov   | 7  | To Arut. brot for                    |  | \$ 78 84  |
| "     | 11 | " 1 qt. whiskey                      |  | 50        |
| "     | 7  | " whiskey got by Robbins             |  | 2 30      |
| "     | 13 | " "                                  |  | 3 15      |
| "     | 17 | " 1/2 gal Brandy                     |  | 1 00      |
| "     | 18 | " 3 1/2 pts. "                       |  | 85        |
| "     | 25 | " whiskey - order N. Johnson         |  | 2 50      |
| "     | "  | " " " France Hobbs                   |  | 1 50      |
| "     | 27 | " 3 qts Brandy                       |  | 1 50      |
| "     | "  | " 1/2 gal whiskey                    |  | 90        |
| Dec.  | 2  | " 1 qt whiskey by Bot. Bush          |  | 50        |
| "     | 3  | " 3 qts Brandy                       |  | 1 50      |
| "     | "  | " 1/2 gal whiskey                    |  | 50        |
| "     | 10 | " 9 pts whiskey                      |  | 2 00      |
| "     | "  | " 1 qt " by Johnson                  |  | 50        |
| "     | 12 | " 2 1/2 gals " order to Nath Johnson |  | 4 40      |
| "     | 16 | " 1 1/4 " whiskey & brandy           |  | 2 25      |
| "     | 30 | " 1 gal "                            |  | 1 75      |
| 1892. |    |                                      |  |           |
| Jan   | 9  | To 1 gal Whiskey                     |  | 1 75      |
| "     | "  | " 1 pt "                             |  | 25        |
| "     | 16 | " 1/2 gal Brandy                     |  | 1 25      |
| "     | "  | " 5 pt whiskey                       |  | 1 15      |
| "     | 23 | " 1 gal "                            |  | 1 75      |
| "     | 28 | " 1/2 " Brandy                       |  | 1 25      |
| "     | "  | " 7 pts whiskey                      |  | 1 50      |
| Feb   | 5  | " 1 gal + 3 pts "                    |  | 2 50      |
| "     | 23 | " 1 " "                              |  | 1 75      |
| Mar.  | 1  | " 1 1/8 gals. "                      |  | 2 00      |
| "     | 9  | " 1 1/8 " "                          |  | 2 00      |
| "     | 16 | " 1 gal whiskey by Spencer Young     |  | 1 75      |
| "     | 24 | " 1 " + 3 pts whiskey                |  | 2 50      |
| "     | 30 | " 1 1/2 " "                          |  | 2 65      |
| Apr.  | 8  | " 1 1/4 " "                          |  | 2 25      |
| "     | "  | " 1 pt whiskey                       |  | 25        |
| "     | "  | " 5 pts "                            |  | 1 25      |
| "     | 16 | " 1 gal "                            |  | 1 75      |
| "     | 23 | " 1 " " by Galloway                  |  | 1 75      |
| "     | 28 | " 1 1/8 " "                          |  | 2 00      |
| May   | 4  | " 1 gal 1.75 - 9 pts 1/2 gal .90     |  | 2 65      |
| "     | 13 | " 1 gal + 1 pt                       |  | 2 00      |
|       |    | Arut. Ford.                          |  | \$ 144 34 |



|               |    |                               |       |           |
|---------------|----|-------------------------------|-------|-----------|
| 1892          |    |                               |       |           |
| May           | 13 | To Aunt. bro. ford.           |       | \$ 144 34 |
| "             | 14 | " 1 qt whiskey by F. Hobbs.   |       | 50        |
| "             | 18 | " 1 1/4 gals. "               |       | 2 25-     |
| "             | 22 | " 1/2 " " F Hobbs             |       | 90        |
| "             | 24 | " 1 gal - self                |       | 1 75-     |
| "             | 30 | " 13/8 " whiskey              |       | 2 50      |
| June          | 6  | " 6 1/2 pts - self + Lucas    |       | 1 35-     |
| "             | 13 | " 1 1/2 " whiskey             |       | 40        |
| "             | 14 | " 1 gal. + 1 1/2 pts. whiskey |       | 2 15-     |
| "             | 22 | " 1 gal + 3 1/2 " "           |       | 2 65-     |
| July          | 1  | " 1 gal + 3 " "               |       | 2 50      |
| "             | 7  | " 1 " + 7 pts " "             |       | 3 50      |
| "             | 13 | " 1 1/2 gals. whiskey         |       | 2 65-     |
| "             | 18 | " 1 1/2 gal " "               |       | 90        |
| "             | 21 | " 1 gal. + 3 pts " "          |       | 2 50      |
| "             | 23 | " 1 gal + 5 1/2 pts " "       |       | 3 25-     |
| "             | 29 | " 1 1/2 gals. " "             |       | 2 65-     |
| "             | 30 | " Order pd. France Hobbs      |       | 1 00      |
| Aug           | 10 | " 1 1/2 gals. whiskey         |       | 2 65-     |
| "             | 15 | " 3 <del>pts</del> " "        |       | 75-       |
| "             | 18 | " 1 1/2 gals. " "             |       | 2 65-     |
| "             | 26 | " 1 1/2 gals. " "             |       | 2 65-     |
| "             | "  | Cor. By Cash                  | 12 00 |           |
| Sept          | 3  | To 1 gal whiskey + 3 1/2 pts  |       | 2 50      |
| "             | "  | " 1 qt whiskey by Dutch Ward  |       | 50        |
| "             | "  | " 1 " " P. Cecil              |       | 50        |
| "             | 10 | " 1/2 gal "                   |       | 90        |
| "             | 15 | " 1 gal "                     |       | 1 75-     |
| "             | 20 | " 1 " "                       |       | 1 75-     |
| "             | 23 | " 1/2 " "                     |       | 90        |
| "             | 26 | " Order pd. Arch Stout        |       | 1 10      |
| "             | 28 | " 13/8 gals. whiskey          |       | 2 50      |
| Oct.          | 2  | " 1 1/2 pts Zion Flanary      |       | 40        |
| "             | 5  | " 13/8 gals. whiskey          |       | 2 50      |
| "             | 6  | By Cash                       | 9 00  |           |
| "             | 7  | To 13/8 gals. whiskey         |       | 2 50      |
| "             | 18 | " 1 pt. " "                   |       | 25-       |
| "             | 19 | " 13/8 gals " "               |       | 2 50      |
| "             | 23 | " 1 " P.B. Cecil              |       | 1 75-     |
| "             | 26 | " 1 1/2 " " "                 |       | 2 65-     |
| To Bal ford - |    |                               | 21 00 | 211 39    |
|               |    |                               |       | 190 39    |



|        |    |                                   |       |        |  |
|--------|----|-----------------------------------|-------|--------|--|
| 1892   |    |                                   |       |        |  |
| Oct    | 26 | Aut. out ford.                    | 21 00 | 211 39 |  |
| "      | 28 | Lo 1 gal whiskey by Bob Carno     |       | 1 75   |  |
| "      | 20 | By Check on Pen. Gap Bk.          | 10 00 |        |  |
| Nov.   | 7  | Lo 1/2 gal whiskey by Pres. Cecil |       | 90     |  |
| "      | "  | " whiskey paid Pole Robbins       |       | 1 60   |  |
| "      | 5  | " 10 gals + 3 pt. whiskey-self    |       | 15 75  |  |
| "      | 7  | " 2 " + 3 pts "                   |       | 4 25   |  |
| "      | 10 | " Order paid in whiskey           |       | 1 50   |  |
| "      | 26 | " 1 qt. whiskey                   |       | 50     |  |
| Dec.   | 17 | " Order paid Bob Bush             |       | 60     |  |
| "      | 18 | " 1 gal whiskey                   |       | 1 75   |  |
| "      | 24 | " Paid Statser                    |       | 50     |  |
| "      | 30 | " Order pd. N. Johnson 1 gal      |       | 1 75   |  |
| "      | 31 | " 1 1/2 gals. whiskey             |       | 2 65   |  |
| 1893   |    |                                   |       |        |  |
| Jan'y  | 4  | Lo 1 1/2 gals whiskey             |       | 2 65   |  |
| "      | 7  | " 1/2 " "                         |       | 90     |  |
| "      | 9  | " 1/2 " "                         |       | 90     |  |
| "      | 11 | " 1/2 " "                         |       | 90     |  |
| "      | 12 | " 1 gal by Jeff Thomas            |       | 1 75   |  |
| "      | 14 | " 1 1/2 gals. whiskey             |       | 2 65   |  |
| "      | 17 | " 1/2 " "                         |       | 90     |  |
| "      | 20 | " 1 1/2 " "                       |       | 2 65   |  |
| "      | 26 | " 1/2 " "                         |       | 90     |  |
| Feb'y. | 3  | " 1/2 " "                         |       | 90     |  |
| "      | 4  | " 1 1/2 " "                       |       | 2 65   |  |
| "      | 16 | " 2 " whiskey by A. Galloway      |       | 3 50   |  |
| "      | 17 | " 1 gal. "                        |       | 1 75   |  |
| Mar.   | 1  | " 2 gals. "                       |       | 3 50   |  |
| "      | 2  | By P Bu. Corn                     | 50    |        |  |
| "      | "  | Lo 3 pts whiskey                  |       | 75     |  |
| "      | 11 | " 2 gals " by Hobbs               |       | 3 50   |  |
| "      | 18 | " 1 gal + 6 pts whiskey           |       | 3 25   |  |
| "      | 20 | " 1 pt "                          |       | 25     |  |
| "      | 21 | " 1 gal + 7 " "                   |       | 3 40   |  |
| "      | 29 | " 1/2 gal                         |       | 90     |  |
|        |    | Aut. ford.                        | 31 50 | 283 44 |  |



Contd.

1893

|      |    |                          |          |        |
|------|----|--------------------------|----------|--------|
| Mch. | 29 | Auto Ford -              | 31 50    | 283 44 |
| Apr. | 1  | To 1 gal. by Bob Bursk.  |          | 1 75   |
| "    | 4  | " 1 gal + 6 pts. whiskey |          | 3 30   |
| "    | 15 | " 1/2 "                  |          | 90     |
| "    | 25 | " 1 gal + 5 pts "        |          | 2 90   |
| May  | 1  | " 1 qt by Bob Carter "   |          | 50     |
| "    | 5  | " 1 gal + 7 pts "        |          | 3 25   |
| "    | 17 | " 1 gal whiskey by boy   |          | 1 75   |
| "    | 16 | " Paid Followay          |          | 1 00   |
| -    | -  | 1 1/2 gals. whiskey      |          | 2 65   |
| June | -  | " 1 gal "                |          | 1 75   |
| June | -  | " 1 " "                  |          | 1 75   |
| -    | -  | " 3/4 " "                |          | 1 40   |
| "    | 22 | " 3 qts "                |          | 1 30   |
| "    | 24 | " 1 gal. "               |          | 1 75   |
| "    | -  | " Order Followay 1 gal.  |          | 1 75   |
| July | 4  | " 1 gal on Order         |          | 1 75   |
| "    | 8  | " 1 3/8 gals. whiskey    |          | 3 05   |
| "    | 17 | " 2 " "                  |          | 3 50   |
| "    | 18 | " 1/2 " "                |          | 90     |
| "    | 20 | " 1 " on order "         |          | 1 75   |
| "    | 10 | " 2 " "                  |          | 3 50   |
| Aug  | -  | " 2 " "                  |          | 3 50   |
| -    | -  | " 1 " by Will Poteet     |          | 1 75   |
| -    | -  | " 2 " Harvey Geary       |          | 3 50   |
| -    | -  | " 2 " self               |          | 3 50   |
| Sept | 2  | " 1 1/8 gals. whiskey    |          | 2 00   |
| "    | 4  | " 1/4 " "                |          | 45     |
| "    | 6  | " 1 3/8 " "              |          | 2 70   |
| "    | -  | " 3 1/2 pts by R. Carter |          | 80     |
| "    | 10 | " 2 gals.                |          | 3 50   |
| Oct. | -  | " 5 1/2 gals.            |          | 9 63   |
| "    | 29 | " 1 gal.                 |          | 1 75   |
| "    | -  | " 1 1/4 " "              |          | 2 20   |
| Nov  | 30 | " 13 gals. @ 1.75-       |          | 22 75  |
|      |    | Cr. by cash              | 11 85-   |        |
|      |    |                          | \$ 43 35 | 383 62 |



|        |   |                                |        |        |
|--------|---|--------------------------------|--------|--------|
| Nov    | 5 | Auto ford                      | 43 35  | 383 62 |
| Aug.   | - | To 1 gal + 1 qt whiskey        |        | 2 20   |
|        | - | By wheat                       | 7 50   |        |
|        |   | Paid on wheat                  |        | 3 00   |
|        |   | " 2 bu wheat                   | 1 50   |        |
|        |   | To 1/2 gal whiskey             |        | 2 65   |
|        |   | " amt collected by you from    |        |        |
| 1893   |   | " John Scott & Geo. Pennington |        | 111 43 |
|        |   | To Sawing                      |        | 312 50 |
| 1894   |   |                                |        |        |
| Feb. 3 |   | To 1 gal. whiskey              |        | 17 5   |
|        |   | Paid Harve Cecil cash          |        | 5 00   |
|        |   | 6 gals Cecil                   |        | 10 50  |
|        |   | " Cash paid you                |        | 65 00  |
|        |   |                                | 52 35  | 897 65 |
|        |   | By Peter Shelburn or Clock     |        |        |
|        |   | note                           | 13 00  |        |
|        |   | " Saw-mill note with           |        |        |
|        |   | Geo. Zion security             | 450 00 | 515 35 |
|        |   | Bal                            |        | 382 30 |

Virginia, Lee County, to wit  
This day Winrod Ro-  
tchett personally appeared be-  
fore me, A.B. Mursey, Clerk  
of the Circuit Court for  
the County and State a-  
foresaid, and made oath  
that the foregoing account  
is just and true, and  
that the balance of \$382.30  
is due and that said bal-  
ance is unpaid. Given me  
with interest from the 1st of March 1893.  
under my hand this July 20<sup>th</sup>  
1896

A.B. Mursey Clerk



For value received I assign the within  
 account amounting to \$382.<sup>30</sup> on M. C.  
 Parsons deceased, and now due me from  
 said Parsons estate to L. C. Poole. Witness  
 my hand and seal this 3rd day of February  
 1896.

His mark  
 L. C. Poole Seal

Witness.  
 R. E. Miller

Amirad Poole  
 vs M. C. Parsons  
 Account

This check is  
 not to be  
 considered  
 by the Court



Calculation  
on part of  
Solvent Notes



P. H. Sage notes, dated Feb'y 18, 93, with  
 Luth from date;

|   |      |     |            |       |
|---|------|-----|------------|-------|
| 1 | Note | due | Jan 1, '95 | 35.00 |
| 2 | "    | "   | " 96       | 40.00 |
| 3 | "    | "   | " 97       | 40.00 |
| 4 | "    | "   | " 98       | 40.00 |
| 5 | "    | "   | " 99       | 40.00 |
| 6 | "    | "   | " 1900     | 35.00 |
| 7 | "    | "   | " 1901     | 35.00 |
| 8 | "    | "   | " 1902     | 15.00 |

\$ 270.00

Luth to Nov 1<sup>st</sup> 96.

1.61.02

\$ 31.02

1896. 11 1

1843 2 18

3 8 12

18+4+2

226

270

226

1.62.0

3.40

3.40

61.020



Note of T. B. Krohn

|   |                    |                |                             |
|---|--------------------|----------------|-----------------------------|
|   | dated Nov 23, - 92 | due Jan 1, 94. | 118 <sup>00</sup>           |
| " | "                  | "              | " Jan. 98 112 <sup>00</sup> |
| " | "                  | "              | " Jan 99 106 <sup>00</sup>  |

Neither of these notes drawn int. ~~\$336<sup>00</sup>~~



H. P. Gilley, note \$60<sup>00</sup>  
Dated July 9, 13 -  
Due " " 97 =

1896. 11 1

1893. 2 4

---

3 8 22

18 + 4 + 4

.224

60

---

13.440

60.08

---

73.44

Due Nov 1, '96



Due Bill see Peter Shelburne -

16.25- Dates 1894

12

Int to Nov. 1, 96

19.500

16.25-

\$ 18.20 Due Nov 1, 1896.



John H. Skaggs & J. S. Day, note-  
 date June 2, 91- 330<sup>00</sup>

1894 1 1 #  
 1891- 6 1

$$2 \quad 7 \quad 0 = 12 + 3\frac{1}{2} = 15\frac{1}{2}$$

330  
 15<sup>1</sup>/<sub>2</sub>

165<sup>-</sup>  
 165<sup>-8</sup>

330

5-1.15-

330.00

381.15-

115-17

265.98-

2%

5.3196

24.62

10<sup>1</sup>/<sub>2</sub>

1481

29620

3.1101

29.62

3273

10.00

22.73

22.73 Due May 1, 96  
 3%

22.6819  
 22.73

23.41

Due Nov. 1, 96 +  
~~23.41~~ Due Nov. 1, 96

265.98

5-32

271.50

35.00 paid May 1, 94

236.50

1<sup>1</sup>/<sub>2</sub>

118.15-

23630

3.5443-

23630

239.84

210.22

29.62 Due Aug 1, 96 +

1896-515-

1894 8 1

1914

10<sup>1</sup>/<sub>2</sub>



Leve Napier + Eph. Turner

To { Note for \$25 due July 20, '93

M. C. Parsons

\$25.00, due July 20, 1893

10.00, Cr as of July 20, 1893

15.00

2,93 = Int to Nov 1 1896

17.93

Bal due Nov 1, 1896

1896-11-1

1893-7-20

3-3-11

15.00

.06

.9000

3

\$2.70

.225-

0.07

2.93

2/15.00

.075-

3

.225-



John G. Sprinkle

To } Note #19.5-0, dated Jan 1, 1894.

Mr. E. Parsons

Cr \$12 as of date of note.

19.5-0  
12.0-0

7.5-0 =

90 = Int to Nov 1 1896

840 = No of Nov 1, 1896

1896-11-1  
1894-1-1

2-10-0

7.5-0  
6  
14500  
2  
9000

.0375-



Herman Johnson & H H Max

To } Note of \$35. with interest from May  
21, 1896

J. C. Jessee, Rec.

\$35.00 = May 21, '96

93 = Int. to Nov 1, 1896

35.93 = A<sub>o</sub> of Nov 1, 1896

1896-11-1

96-5-21

5-10

2/35.00

1175-0

5- $\frac{1}{2}$

1875-0

5-83

93



Wm A. Parsons

To { Due bill for \$5.00,

Oct 15-94.

M C Parsons

#

\$5.00

.61

Int to Nov 1, 1896

\$5.61

But due as Nov 1, 1896

1896-11-1

94-10-15-

2-1-16

5.00

6

3000

2

61

1



Calculation

are

Solvent Notes.

Pennington,

800.

Parsons Adams & Co.



- Notice -

Trustee's Sale of Land.

Under deed of trust executed by  
Minrod Potek on the 27<sup>th</sup> day of  
September, 1892 to me to secure to  
M.C. Parsons a debt \$628.27.

Record in Deed Book No. 29, page 25-526,  
I shall proceed on <sup>Monday</sup> Friday Sept. 21<sup>st</sup> 1894,  
(tho- being a court day) at  
the front door of the Court House  
in the town of Jonesville, to sell  
the tract of land in the said deed  
of trust mentioned to the highest  
bidder for cash at Public outcry.

This tract of land to be sold  
consists of the land on which  
the said Minrod Potek now lives  
and situated at the Ferry on Powell's  
River, in the said County of Lee, and  
containing the sum of about 40 acres.  
This, August 22, 1894

E.W. Pennington,

Trustee.

Postponed to Oct. 15<sup>th</sup> 1894, the  
first day of the next term of the County Court.

Post



Notice

*[Faint, mostly illegible handwritten text, possibly a list or ledger, with some words like "Notice" and "Notice" visible.]*

Filed with Robt L.  
Perrington's depositions  
before me.

A. M. Lewis  
Special Commissioner

*[Faint handwritten text, possibly a signature or date.]*



1892.

|   |   |    |    |    |    |
|---|---|----|----|----|----|
| S | 3 | 10 | 17 | 24 | 31 |
| M | 4 | 11 | 18 | 25 | .. |
| T | 5 | 12 | 19 | 26 | .. |
| W | 6 | 13 | 20 | 27 | .. |
| T | 7 | 14 | 21 | 28 | .. |
| F | 1 | 8  | 15 | 22 | 29 |
| S | 2 | 9  | 16 | 23 | 30 |

## JULY.

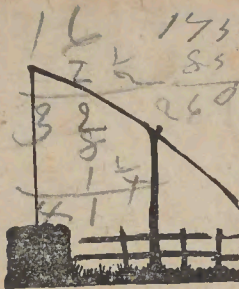
FROM THIS BOOK I CAN  
LEARN THE AMOUNT  
OF MY PERSONAL  
EXPENSES.

1893.

|   |   |    |    |    |    |
|---|---|----|----|----|----|
| S | 2 | 9  | 16 | 23 | 30 |
| M | 3 | 10 | 17 | 24 | 31 |
| T | 4 | 11 | 18 | 25 | .. |
| W | 5 | 12 | 19 | 26 | .. |
| T | 6 | 13 | 20 | 27 | .. |
| F | 7 | 14 | 21 | 28 | .. |
| S | 1 | 8  | 15 | 22 | 29 |

Cecil Porson's exp to 2  
 balloons July 17<sup>th</sup> 1893/3.50  
 order July 15 1/2 balloon ✓ 90  
 1 balloon order July 20 ✓ 1.55  
 2 balloons July 10 ✓ 3.50  
 Sept 2 1 1/2 balloon ✓ 2.00  
 " 4 1/4 " ✓ 4.50  
 " 6 1 5/8 ✓ 2.70  
 " 3 1/2 pm. R. Carter ✓ 50  
 " 10 2 balloons ✓ 3.50  
 Oct 5 1/2 balloons ✓ 9 62 1/2  
 " 29 1 balloon ✓ 1.55  
 " 1 1/4 balloon ✓ 2.20  
 Nov 5 1 1/2 balloons at  
 \$1.75 = \$22.75  
 Credit 11.85  
 \$ 10.90





Well, instead of sick and suffering; healthy and vigorous, instead of worn-out and weak; bright eyes, clear skin, rosy cheeks — you wouldn't think it was the same woman, and it's all due to the use of a few bottles of Dr.

### Pierce's Favorite Prescription.

What this medicine has done for thousands of delicate women, it will do for you. If you're overworked and debilitated, it will build you up—if you're borne down with the chronic aches, pains, and weaknesses peculiar to your sex, it relieves and cures. It regulates and promotes all the proper functions of womanhood, invigorates the system, purifies the blood, improves digestion, and restores health, flesh, and strength.

For all the painful irregularities and diseases of women—periodical pains, prolapsus, or falling of the womb and other displacements, leucorrhea and all unnatural discharges, ulceration of the womb, bearing-down sensations, and "female complaints" and weaknesses in general, it's the *only* remedy so effective that it can be *guaranteed*. If it doesn't benefit or cure, you have your money back. That's the way its makers prove their faith in it. If they have such unbounded faith, is it not reasonable for you to have a little?

Don't accept any substitute for "Favorite Prescription" said to be "just as good." It may be *better for the dealer*, but he is not the one to be benefited.



Penningtons Gap, Va., April 18<sup>th</sup> 1896  
 Mrs. M. C. Parsons, Estate, J. C. Jester & W. L. Russell, Attorneys

**Bought of W. P. WOOD,**  
 — Wholesale and Retail Dealer in —

**GENERAL \* MERCHANDISE**

| TERMS. NET. | TIME | DAYS                                                                 | AND COUNTRY PRODUCE.                |
|-------------|------|----------------------------------------------------------------------|-------------------------------------|
| 1894        |      |                                                                      | <i>Merchandise for Mrs. Johnson</i> |
| Dec.        | 1    | order for Boys-                                                      | 14 10                               |
|             | 4    | " Self.                                                              | 7 78                                |
|             |      | " Sons.                                                              | 5 40                                |
|             | 5    | " Kenney.                                                            | 4 00                                |
|             |      | " Kenney                                                             | 3 82.                               |
|             |      | " for Harmon.                                                        | 5 00                                |
|             | 6    | " B. B. Barnett                                                      | 5 00                                |
|             |      | " Self.                                                              | 5 90                                |
|             | 7    | " W. D. Doss.                                                        | 2 00                                |
|             |      | " wife                                                               | 3 08                                |
|             |      | " John Johnson.                                                      | 3 75-                               |
|             | 8    | " James Newman <sup>80</sup> John <sup>3</sup> Newman <sup>500</sup> | 5 80                                |
|             |      | " Boys-                                                              | 4 31                                |
|             |      | " Jack. Will <sup>150</sup> S. M. Johnson <sup>250</sup>             | 4 00                                |
|             | 10   | " Harve. Newman                                                      | 3 00                                |
|             |      | " Self.                                                              | 4 00                                |
|             | 11   | " Trett <sup>450</sup> Self <sup>113</sup>                           | 5 63                                |
|             | 12   | " Harve. Newman.                                                     | 2 38                                |
|             |      | " Will Mc-Lane.                                                      | 2 50                                |
|             |      | " A. J. Will                                                         | 90                                  |
|             | 13   | " John Johnson                                                       | 3 00                                |
|             |      | " Harve.                                                             | 3 30                                |
|             |      | " Jas. Ewing <sup>25</sup> Hugh Packet <sup>200</sup>                | 3 25-                               |
|             |      | " acct.                                                              | 1 35-                               |
|             | 14   | " Parmer.                                                            | 4 60                                |
|             |      | " Daughter                                                           | 7 75-                               |
|             |      | " Mrs. Peters                                                        | 2 00                                |
|             | 15   | " D. W. Lane                                                         | 4 00                                |
|             |      | " J. A. Newman                                                       | 3 70                                |
|             |      | " S. M. Johnson                                                      | 2 50                                |
|             |      | " Alex. Allen                                                        | 65-                                 |
|             |      | " W. & W. Kenney <sup>180</sup> Daughter <sup>428</sup>              | 6 08                                |
|             |      | " J. T. Cooper.                                                      | 5 50                                |
|             |      |                                                                      | 140 03                              |
| 1895        |      | By note 60 days-                                                     | 139 92                              |
| Jan 1       |      | 10 1/2 lbs. of Shaved @ 8 1/3                                        | 1 1                                 |
|             |      |                                                                      | 87                                  |
|             |      |                                                                      | 9.8                                 |

(over)



1895-

Page. 2

|         |    |                                                                                                            |       |
|---------|----|------------------------------------------------------------------------------------------------------------|-------|
| Jan'y   | 1  | Amount Boot ped                                                                                            | 98    |
|         | 11 | order Reynolds Corn                                                                                        | 332   |
|         |    | Coffee flour & 4 for Johnson                                                                               | 590   |
|         | 19 | orders-                                                                                                    | 6751  |
|         | 22 | Thread <sup>25</sup> 2 Spikes <sup>110</sup> nails <sup>18</sup> coffee <sup>100</sup>                     | 253   |
|         |    | 1 Back <sup>20</sup> Chestnuts <sup>5</sup>                                                                | 25    |
|         | 24 | 3 <sup>14</sup> / <sub>2</sub> Bus corn <sup>1418</sup> One bill to Reynolds <sup>400</sup>                | 1818  |
|         | 25 | 1 Bag <sup>25</sup> flour <sup>100</sup> 1 for Boots <sup>225</sup> Sugar <sup>25</sup> 1 lb <sup>15</sup> | 390   |
|         |    | pd. alop. Inett. <sup>345</sup> 1 Bag Salt <sup>85</sup>                                                   | 430   |
|         | 28 | pd. B W Barnett                                                                                            | 219   |
|         | 29 | 18 Horse shoes <sup>135</sup> 20 lbs of shoes <sup>160</sup>                                               | 295   |
|         |    | 1 for Boots <sup>225</sup> Sole leather <sup>35</sup> Horse nails <sup>30</sup> Coffee <sup>200</sup>      | 490   |
|         |    | order H. Wamp. Turner                                                                                      | 100   |
|         | 31 | " Lee. Shopleton                                                                                           | 100   |
| Feb.    | 1  | " Thomas Carter <sup>485</sup> Mike Hedrick <sup>30</sup> 3 Banjo Shims <sup>30</sup>                      | 545   |
|         | 2  | " Will Hedrick                                                                                             | 192   |
|         | 9  | " Jerome Newman.                                                                                           | 122   |
|         | 15 | " order Hugh Pruet.                                                                                        | 150   |
|         | 16 | " 1 for shoes <sup>160</sup> 10 lbs Sugar <sup>50</sup>                                                    | 160   |
|         | 20 | 15 bus corn. alop. allen order.                                                                            | 6751  |
| 1896    |    | Amount due. Mar. 1 <sup>st</sup> 1895.                                                                     | 76.59 |
| Mar. 1. |    | To Int.                                                                                                    | 465   |
|         |    |                                                                                                            | 81.24 |

Virginia, Lee Co., Va.

I J. S. Garrison do hereby swear that about two weeks before M. C. Parsons' death I heard him tell W. P. Hood that he would pay the account of Wm. R. Johnston at the store of R. J. Hood & Sons which at that time said Johnston's account amounted to about \$702.

This May 9th 1896. J. S. Garrison

Sworn to before me on May 9th 1896 by J. S. Garrison.

J. C. Noel D. P.

I W. P. Hood do hereby swear to the same statement to which Mr. Garrison has sworn to. The said Parsons had prior to the making of the foregoing account agreed with me for R. J. Hood & Sons to pay such account as said Wm. R. Johnston should make; and I further swear that the foregoing balance of



Mr.

Bought of **W. P. WOOD,**

Wholesale and Retail Dealer in

GENERAL \* MERCHANDISE

TERMS, NET. TIME DAYS.

AND COUNTRY PRODUCE.

Page 3

account amounting to \$76.89 is  
just, true and unpaid. This May  
9th 1896.

W. P. Wood

Sworn to before me by W. P. Wood  
on May 9th 1896.

J. C. Noel J.P.

I W. R. Johnston do hereby swear that  
the account charged to me by R. J. Wood  
and sons and which J. S. Garrison  
swears M. C. Parsons told W. P. Wood  
he would settle, was made by me  
but my agreement with M. C. Parsons  
was that <sup>the</sup> M. C. Parsons should pay it.

Wm R Johnston

Sworn to by W. R. Johnston before me  
on the 9 day of May 1896.

J. C. Noel J.P.



The within account is excepted to the  
evidence shows M. C. Parsons not liable.  
His promise to pay W. R. Johnsons acct  
not being in writing does not bind  
him and is void. W. R. Johnsons affida-  
vits should not be read he is not com-  
petent to prove his arrangement with  
Parsons to later have cleared.  
May 16<sup>th</sup> 1896. Preliminary Decree.

M. C. Parsons Advers  
Creditor



I. P. F. Price do hereby certify that about the last of Nov ~~or~~ the first of Dec. 1894. M. L. Parsons, W. P. Wood and W. R. Johnston ate dinner at my house, and during the time the said parties were there, I heard a conversation and an agreement among them that W. P. Wood was for R. J. Wood and Sons open up an account with M. L. Parsons in the name of W. R. Johnston at the store of R. J. Wood & Sons wherein the said W. R. Johnston was to get a certain amount of supplies. The said amount ~~was~~ lifted by said Johnson or his said account at said store was to be examined from time to time by the said Parsons and if in his opinion the account was growing too large he the said Parsons would bring him to a hall; or notify the said Wood not to let him have any thing further. The said account was to be charged to the said Parsons but opened in the name of the said W. R. Johnson. This was done, as I remember and understood from their conversation in order to keep Johnson's account separate from that of the said Parsons own individual account. Given under my hand this may 28 1896.  
I. P. F. Price



Virginia, Lee county to wit:

I J. C. Noel a Justice in and for the county and state aforesaid do certify that the above certificate was sworn to before me <sup>by P. F. Price</sup> in my county on the 28 day of May 1896.

J. C. Noel J.P.

I, J. S. Garrison do hereby certify that during the life time of M. C. Parsons and just a few days before his death M. C. Parsons and myself went into the store of ~~R. J.~~ Wood & sons at Pennington Gap. While there M. C. Parsons examined the account of W. R. Johnston and acknowledged it to be his account and he promised W. P. Wood that he would execute his note to R. J. Wood & son for \$100.00 the next Monday as I remember it. Seventy dollars of which was to be for on the Johnston account; the other thirty was to be paid Wood for me; as I was at that time working for M. C. Parsons and running an account with R. J. Wood & Sons. Before the next Monday however M. C. Parsons died.

May 28 1896. John S. Garrison,  
Virginia, Lee county to wit.

The above statement was sworn to and subscribed before me in my county by J. S. Garrison on the 28 day of May 1896.

J. C. Noel J.P.



I W. P. Wood do hereby certify that I am now and was in the years 1894 and 1895 agent and business manager of the firm of R. J. Wood & Sons. and as such on the 1 day of Dec. 1894 I made an agreement with M. L. Parsons at the boarding house of P. H. Price in the town of Pennington Gap, to the effect that I would or that R. J. Wood & Sons would furnish supplies to W. R. Johnston to be charged to the said M. L. Parsons but ~~opened~~ the account to be appended in W. R. Johnston's name to prevent the individual account of the said Parsons from becoming mixed with that of said Johnston. The said Parsons was to come every 15 or 30 days, examine the said account and execute his note for the same. He was to give his note every time the account ran up to \$50.00. This he did not do however. But at one time he executed his note for \$139.92. That was Dec 17 1894. The account then went on till it again amounted \$77.38. M. L. Parsons a few days before he died came in the store with J. S. Garrison examined the account which we estimated to be about \$70.00 but the account was not then all posted. He promised to execute his note for \$100.00. \$70.00 of which was to be credited on the his Johnston account; the other \$30.00 was for J. S. Garrison. Parsons died however before the note was



executed.

Further I know that the account of \$81<sup>24</sup>  
as of date March 1 1896  
is a first-charge against the estate of  
M. C. Parsons and that the same  
is unpaid.

W. P. Wood

Virginia, Lee County to wit.

I hereby certify that the above statement  
was sworn to and subscribed before me  
in my county on the 28 day of May 1896.  
J. C. Noel J.P.

R. J. Wood & Sons

\$76.39 = Mar 1, 95 -

Claim No. 38 -



# Warrant in Debt.

VIRGINIA, Lee

TO-WIT:

To the Sheriff or any Constable of said County:

I command you to summon James McQueen & A. R. Stapleton  
if to be found in your county, to appear at my office in Pennington Gap, Va  
on the 16 day of August 1923, before me or such other Justice as may be  
then there to try this warrant, to answer the complaint of Pennington Gap Bank, Inc.  
upon a claim of money not exceeding \$300, exclu-  
sive of interest, to-wit: For the sum of \$36 44 due by bal on note with interest from Aug 4, 1913 till paid

and then and there make return of this warrant.

Given under my hand this 2 day of Aug 1923

John G. Newman J.P.

Pennington Gap Bank inc. in favor of cred. vs. James McQueen & A. R. Stapleton  
IN DEBT. On the 16<sup>th</sup> day of August 1923, at my office in  
Pennington Gap, Va. judgment that the plaintiff recover of the  
defendant \$36 44, with interest from the 16<sup>th</sup> day of August 1923, till paid  
and \$3 50 for his costs.

John G. Newman J.P.

VIRGINIA, COUNTY: of Lee To the Sheriff or any Constable of said County:

I command you in the name of the Commonwealth of Virginia, that of the goods and chattels of  
James McQueen & A. R. Stapleton in your county, you cause to be made the sum  
of \$36 44 with interest from the 16<sup>th</sup> day of August 1923, till paid, which  
Pennington Gap Bank inc. in favor of cred. recovered before me in a warrant in  
debt, and also the sum of \$2 50 which were adjudged to the said Pennington Gap Bank  
for costs in prosecuting his said warrant. Given under my hand this 16<sup>th</sup> day of August  
1923..

John G. Newman J.P.



Pennington Gap Bank Inc

vs } Warrant in Debt

James McQueen & A. R. Stapleton

To 16 day of Aug 1923

Executed by and delivering a true copy of the  
within notice in writing to

Mrs James McQueen  
and A. R. Stapleton Defendant

this 11 day of Aug 1923

Summoned the following witnesses for plaintiff

C. F. Hughes  
Constable Lee County

Bill of Cost

J. P. McQueen \$ 50  
A. R. Stapleton 100

Witnesses

day \$

day \$

day \$

day \$

Attorney

For Plaintiff

For Defepdant



John I Pennington

vs

A. Johnson

Witnesses who claim book were  
not examined—

Elihu Hughes, 4 days, \$2<sup>00</sup>/<sub>100</sub>

Carter Eldridge

One day + 12 miles

98 cts

Marion Cirk

One day + 8 miles

~~82 cts~~ 82 cts

J. B. Cirk

One day + 8 miles

~~88~~ 82 cts

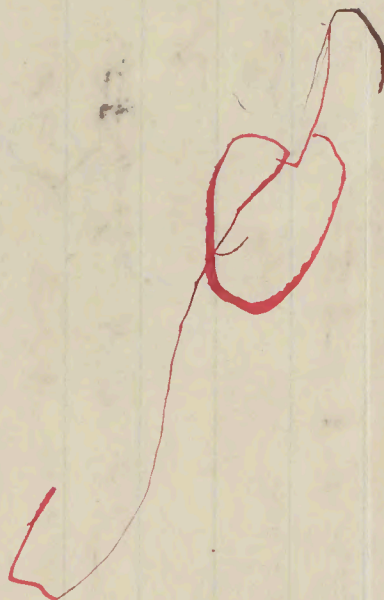
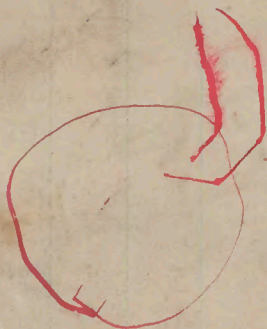
Nelson Woodward

One day + 9

86 cts.



Witnesses  
who claim  
but not ~~Examine~~<sup>out</sup>





M<sup>r</sup> L. Parsons Estate.

To L. E. Johnson Receiver of  
the Estate of Emily O. Johnson  
nee Emily O. Howard. On

1895

Jan

To this sum shown to be in hand  
unaccounted for by settlement

as of January 1<sup>st</sup> 1895 \$2051.24  
Int to Jan. 1<sup>st</sup> 1896 123.07,  
amt due Jan. 1<sup>st</sup> 1896. \$2174.31

I have been paid on the above  
claims with in the past few  
months (Receipts given) \$537.22

Respectfully submitted to  
A. M. Surin's Care.

April 20 1896.

L. E. Johnson



"Column 2"

32

31

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29

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To the Hon. W. F. Miller Judge of the Circuit-  
Court of Lee Co.:-

In the Chancery Court of R.H.  
Presumptive Admors. v. S. J.C. Jesse  
Admors. et al, your undersigned  
Clerk was directed by decree of,  
Nov 16, 1898 to make sale of certain  
lands 4 tracts or parcels, 3 of  
which your Court proceeded to  
offer for sale on the 19th day of Dec.  
1898 which were sold as follows

|                                  |        |       |       |
|----------------------------------|--------|-------|-------|
| To M. B. Spencer, the sick lot - | Bird   | Cash  | Notes |
|                                  |        |       | 70.00 |
| in four mile 1/2 interest -      | 150.00 | 10.00 | 70.00 |

" R. M. Gains Security.

To H. F. Myers, the 24<sup>th</sup>.

Penns land, in Bush 175.00 17.50 1875 78.75

John M. Smyth Secretary

To H. J. Parsons Balance of

W.A. Purpus took in Pocket 50.00, 5.00 2250

Honey Newnan Society.

Since the said sale, to wit - on the  
14<sup>th</sup> day of Feb'y, 1844, T. C. Jenkins gave  
your Commr. a higher bid an am  
the M. & P. Parson's Truck Tract of  
\$225<sup>00</sup> & gave your Commr. \$20<sup>00</sup> in  
Cash & executed 9 notes due in 1 & 2 years  
for \$107.80 with S. & F. Morgan as  
security. Your Commr. thinks this bid



should be accepted in preference to  
the bird of Myers.

The other track known on the  
24<sup>th</sup> acc track your course. did  
not see by request of the Alders.  
Mr. Jesse, who thought probably  
enough funds could be secured  
without it. which could be determined  
at the March term of your court.

All of which is respectfully  
submitted.

July 23, 1894.

R. D. Cunningham Corner.



R. L. Cunningham Adams

vs.  $\frac{2}{3}$  Report of Sales

Heffernan et al.

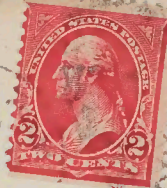
Filed Feb 24<sup>th</sup>

1848

A. B. Munsey  
clerk



EDWARD THOMPSON COMPANY,  
LAW PUBLISHERS,  
NORTHPORT,  
LONG ISLAND, NEW YORK.



P

R. L. Pennington  
Jonesville  
Va.



51  
—  
7881  
— 16

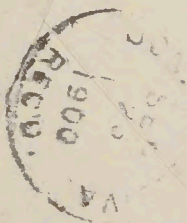
COUNSELLOR AT LAW.



M. C. P.

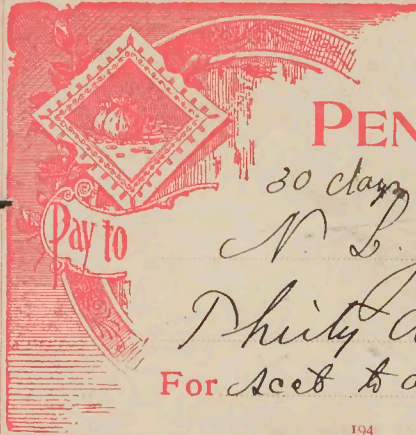
B

Exhibit M. C. P.  
filed with J. F. Witts  
deposition.





M. C. PARSONS.



Zions Mills, Va. June 19 1894

PENNINGTON GAP BANK

30 days after date

N. L. Johnson

Pay to

Thirty and 02/100

For Acct to date

PENNINGTON GAP BANK  
PAID

or Order \$31.02

JUL -

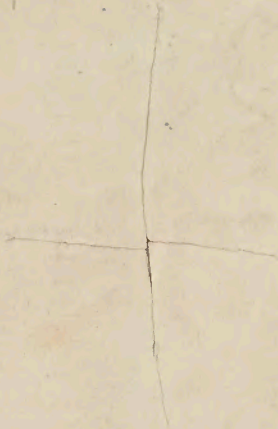
Pennington Gap, Va.

Dollars

M. C. Parsons



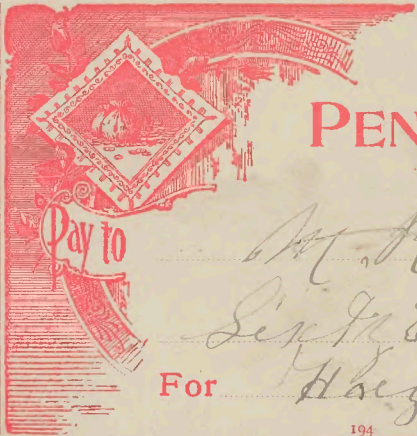
N. L. Johnson





M. C. PARSONS.

(2)



Zions Mills, Va.

PENNINGTON GAP BANK

PENNINGTON GAP, VA.

PENNINGTON GAP BANK  
PAID

1894

Pay to

M. H. Geller

Pennington Gap, Va.

or Order

\$ 68.25

For

Sixty Eight Dollars  
Harris

Dollars

M. C. Parsons



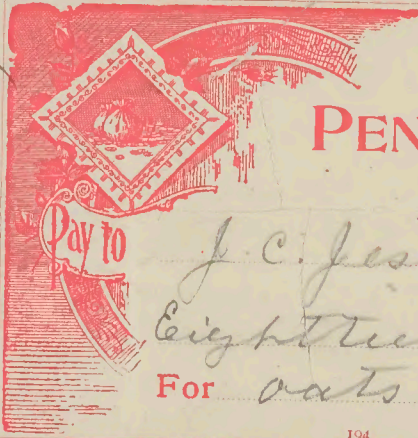
M. R. Kelly  
J. W. Anderson





M. C. PARSONS.

(3)



Pay to

J. C. Jessor

Eighteen

For oats

Zions Mills, Va.

Jan 17 1895

PENNINGTON GAP BANK

PENNINGTON GAP, VA.

PENNINGTON GAP BANK  
PAID

JAN 19 1895

Pennington Gap, Va.

Order

\$ 18.55

$\frac{55}{100}$

Dollars

M. C. Parsons



J. L. Jesser



Jonesville, Va., Oct 1892 No.       

# Powell's Valley Bank

Pay to Al Hyatt Cash or Order, \$ 255.00

Two hundred fifty five DOLLARS.

For       

W. C. Parson



PEN.

FOR COLLECTION  
FOR ACCOUNT OF  
**PENNINGTON GAP BANK,**  
PENNINGTON GAP, VA.  
A. G. HYATT, Cashier.





POWELL'S VALLEY BANK

No. \_\_\_\_\_

Jonesville, Va., Nov 9<sup>th</sup> 1891

Pay to W. P. Wood or order \$128 <sup>33</sup>/<sub>100</sub>

One Hundred & Twenty Eight & <sup>33</sup>/<sub>100</sub> Dollars

For battle \_\_\_\_\_

M. L. Parron



W. P. Wood



(4)  
Jonesville, Va., Nov. 9 1897 No.

# Powell's Valley Bank

Pay to E. H. Prunnington or Order, \$ 150<sup>00</sup>

One Hundred & Fifty - - - DOLLARS.

For part of note on Hall estate

M. L. Parron



E. W. Cunningham



1

# PENNINGTON GAP BANK.

Pennington Gap, Va., 17/9

1895

On Demand

Pay to the order of Al H. Hall

Dollar

\$70 82

Seventy & 82/100

Dollars.

WITH EXCHANGE.

Value received and charge to account of

To Potomac Valley Bank

Donesville Va

M. C. Parson

No. 1000



FOR COLLECTION  
FOR ACCOUNT OF  
**PENNINGTON GAP BANK,**  
PENNINGTON GAP, VA.  
A. G. HYATT, Cashier



VIRGINIA.

No. 8

JONESVILLE,

Feb 17 1882

POWELL'S VALLEY BANK,

PAY TO

Myself

OR BEARER

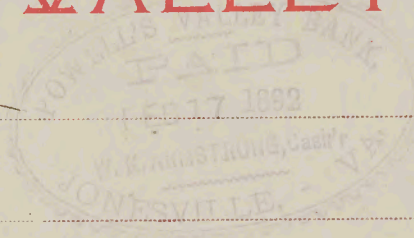
Fifty

\$

50 <sup>00</sup>

DOLLARS,

M. L. Parson





To the Hon. H. A. W. Starn, Judge  
of the Circuit Court for Co. County:

The plea of J. C. Jesse  
admr. of the estate of M. C.  
Parsons, to a petition filed  
in the Chancery cause of  
R. C. Pennington Admr. &c vs.  
Russell & Jesse, it also, now  
<sup>by St. J. Milham, admr. of J. S. Burdick</sup>  
pending in this Court, and  
for plea the said Jesse  
avows and alleges that the  
said John S. Burdick in his  
life time for no tax year  
did list or give in to the  
assessor or Com. of Rev-  
enue the notes sued  
upon, nor has the said  
Milham as his admr. had  
the same listed for taxation  
or furnished the exoner of  
records with the amount,  
date and credits on same;  
all which being true your  
respondent ~~says that~~ is ad-  
vised that no action or  
suit can be had on either  
of said notes set out in  
said Milham's petition, and  
of this he prays Judge.



must, and that said peti-  
tion be dismissed with  
your respondents costs,  
and he will ever pray  
to.

D. G. Sewers &  
Jennings & Co  
for Jesse  
Adm:

J. C. Green Adm

advs Plea

W. J. Wilham Sheriff  
at L.



VIRGINIA, Lee County, To-wit:

I, <sup>J. B. Munder</sup> S. V. F. Richmond, Clerk of the

Circuit

Court of said county, do certify that

M. C. Parsons attended before said court at the November term, 1893, one day, as a witness on behalf of

Silas Flannery

in a certain suit then pending in said court wherein said Silas

Flannery is plaintiff, and The L & C R. R

Company defendant, said witness also traveled no miles over ten in coming to said court and returning to his place of abode, for which attendance and mileage he is

entitled to dollars and fifty cents, payable by the said

Silas Flannery. And I further certify that an entry of the same has been made on the oath of M. C. Parsons

Given under my hand this the 11<sup>th</sup> day of November, 1893

Teste:

J. B. Hyatt D. Clerk.



2242

988

2254

170

2084

180

17

190

3878

18

18

136

144

rs.

18

2

162

\$

At

term

Lee County Court, 189

Certificate of Witness Attendance

*John B. ...*



VIRGINIA, Lee County, ss. wit:

I, A. B. MUNSEY, Clerk of the Circuit Court of said county, do certify that

*M. C. Parsons*

attended before said court at the

*June*

term, 1894,

*Two*

day & as a witness on

behalf of

*Silas Flanary*

in a certain suit then pending in said court wherein

*Silas Flanary*

plaintiff, and

*Louisville & Nashville Railroad Company*

defendant,

said witness also traveled

*seven*

miles over ten in coming to said court and returning to his place of abode,

for which attendance and mileage he is entitled to

*One*

dollars and

*seven*

cents, payable by the said

*Silas Flanary*

And I further certify that an entry of the

same has been made on the oath of

*M. C. Parsons*

Given under my hand this the

*5th*

day of

*June*

1894

Teste:

*A. B. Munsey*

Clerk.



dog claim<sup>d</sup>



VIRGINIA:

LEE COUNTY CIRCUIT COURT,

March Term, 1894

Order, That

Silas Flanary

pay unto

M. C. Parsons

\$ 1.50

for

3

days attendance as a witness for

him against

The L & N R R Co

traveling

25

miles over ten

in coming and the same in returning.

Teste:

A. B. Munsey Clerk.



Virginia, Lee County to-wit

This day Geo. W. Parsons  
personally appeared before  
me A. M. Goins Special  
Court & c., <sup>and made oath</sup> that the articles  
charged in the within acct.  
were purchased by him  
from J. J. C. Flannery & Bros  
that at the time he pur-  
chased said articles he  
was under the age of 21  
years and was in the  
neighborhood of J. J. C. Flannery  
& Bros as a student attend-  
ing school, ~~that he~~ afterwards  
heard ~~of~~ J. J. C. Flannery call  
on or speak to his father in  
regard to the acct. and he  
said it was all right and  
that he would pay it.

Given under my hand  
this, May 21, 1892

A. M. Goins  
Special Court



Claim No. 45.

1893 Parson M C Cr Dr

J J C Flannery & Bros

Aug 12 Jr Son Hat 100 Hdk 26 Hark 26

1 43-

1894  
Mar 2 " Hat

2 25-

June 31 Jr Son Ring

1 75-

5 45-

This day E. S. Flannery appeared before me and made oath that the foregoing acct. is just & true, and that the same is due & unpaid. Given under my hand this June 1, '96.  
A M Goins, Special Comm.



Calculations  
on some of debts  
vs. M. C. Porson's  
Estate.



Estate of M. C. Parsons, dec'd,  
 In acct with-  
 J. A. G. Hyatt, Exor. of John M Howard,

1895,  
 Jan. 1,

To this sum shown to be in hands on  
 settlement of this date, \$2107.24  
 Cr.

1896,  
 Feb. 17,

By payment of this date, \$100.00

Mar. 23,

" " " " " 200.00

June 12,

" " " " " 150.00

Calculation.

\$2107.24 = on settlement Jan. 1, 1895,

126.43 = Int to Jan. 1, 1896.

\$2233.67 = Amt. due Jan. 1, 1896.

17.12 = Int to Feb 17, '96

2250.79 = Amt. due Feb. 17, 1896.

100.00 = Cr. by payment Feb. 17, '96.

2150.79 = Bal. due Feb 17, '96

12.90 = Int. to Mar. 23, '96.

2163.69 = Amt. due Mar. 23, '96,

200.00 = Cr by payment Mar 23, '96.

1963.69 = Bal due Mar. 23, '96,

25.85 = Int. to June 12, '96,

1989.54 = Amt due June 12, '96,

150.00 = Cr by payment June 12, 1896

1839.54 = Bal. due June 12, '96,

42.61 = Int calculated to Nov. 1, 1896

\$1882.15 = This sum due as of Nov. 1, 1896

#



Calculation

"A"

\$1882.15



*The Estate of W. C. Parsons Debit*  
*In Account with*  
*C. E. Johnson, Rec.*

| 1895\ |    |                                                                       | Dr.       | Cr.    |
|-------|----|-----------------------------------------------------------------------|-----------|--------|
| Jan   | 1  | No Bal. as per settlement of this date                                | 2051 34   |        |
|       |    | " Int to Dec 2, 95                                                    | 112 81    |        |
|       |    | By cash, 75 <sup>00</sup> paid Nov. 6, 95, 150 <sup>00</sup> , Dec 2, | 21 64 03  |        |
|       |    | No Int on bal. to Dec. 26, 96.                                        | 225 00    |        |
|       |    |                                                                       | 1939 03   |        |
|       |    |                                                                       | 7 75      |        |
| Dec   | 26 | By cash                                                               | 1946 80   |        |
|       |    |                                                                       | 58 00     |        |
|       |    | No Int. to Feb 29, 96,                                                | 1888 80   |        |
|       |    |                                                                       | 18 88     |        |
| Feb   | 29 | By cash                                                               | 1907 68   |        |
|       |    |                                                                       | 100 00    |        |
|       |    | No Int to Mar 13,                                                     | 1807 68   |        |
|       |    |                                                                       | 63 61     |        |
| Mar   | 13 | By cash,                                                              | 1811 29   |        |
|       |    |                                                                       | 154 00    | 154 22 |
|       |    | No Int to May 12,                                                     | 1657 29   |        |
|       |    |                                                                       | 16 57     |        |
| May   | 12 | By cash                                                               | 1673 82   |        |
|       |    |                                                                       | 39 95     |        |
|       |    | No Int to June 24                                                     | 1633 97   |        |
|       |    |                                                                       | 11 43     |        |
| June  | 24 | By cash                                                               | 1645 34   |        |
|       |    |                                                                       | 35 96     |        |
|       |    | No Int to July 29,                                                    | 1609 38   |        |
|       |    |                                                                       | 9 65      |        |
| July  | 29 | By cash                                                               | 1619 03   |        |
|       |    |                                                                       | 100 00    |        |
|       |    | No Int to Nov 1, 1896,                                                | 1519 03   |        |
|       |    |                                                                       | 22 78     |        |
|       |    | No Bal due Nov 1, 1896                                                | 1541 81   |        |
|       |    |                                                                       |           |        |
|       |    | Or Error above,                                                       | 22        |        |
|       |    | Bal -                                                                 | \$1541 59 |        |



Calculation  
"B"

\$1541.59



W. M. Smith

H. D. G. Blair

M. C. Parsons } 2 Notes dated May 9<sup>th</sup> 1887  
with interest calculated from Mar.  
1<sup>st</sup>, 1895; for \$1250. Each -

The following calculation applies to both notes.  
\$1250.00 = Pr.

14.58 = Int.

1264.58

407.50 = Cr. May 11, 1895

857.08

9.86 = Int.

866.94

50.00 = Cr. July 20, 1895

816.94

8.98 = Int.

825.92

70.00 = Cr. Sept 26, 95

755.92

6.55 = Int.

762.47

80.00 = Cr. Nov. 18, 96

682.47

9.32 = Int.

691.79

100.00 = Cr. Feby 10, -'96

591.79

424 = Int.

596.03

150.00 = Cr. March 23, '96.

446.03

16.95

Int.

\$462.98 = Bal. Due as of Nov. 1, 1896.



Calculation

- "L" -

- "D" -





M. C. Parsons

|                        |                                                           |                                             |                |
|------------------------|-----------------------------------------------------------|---------------------------------------------|----------------|
| 1893                   | To S. V. F. Richmond                                      | Debit Lee County Court Dr                   |                |
| Oct 31 <sup>st</sup>   | To recording contract with W. J. Thomas                   | 1.25 1.50                                   | \$ 1.75        |
| 1894                   | Jan 17 <sup>th</sup>                                      | " " deed to self from F. R. Stickney wife   | 1.25 1.50 2.75 |
| Feb 2 <sup>nd</sup>    | " " " J. L. Pennington                                    | 1.25 1.50                                   | 1.75           |
| " " 6                  | " " " Same                                                | 1.25 1.50                                   | 8.75           |
| Apr 16                 | " " " of Inad Edw Pugh                                    | 1.25 1.50                                   | 1.75           |
| 1895                   | Jan 21 <sup>st</sup>                                      | " " Contract with Wm. R. Johnson            | 1.25           |
| 1894                   | Aug 1 <sup>st</sup>                                       | To entering atty 35 Jas Carnical 10         |                |
|                        |                                                           | 1. Filing papers 15 Docket 18 Order 36      |                |
|                        |                                                           | Sept order 36. Oct order 36. 1 Subpoena 20. |                |
|                        |                                                           | Nov order 36 1 Subpoena 20 Dec order 36.    |                |
|                        |                                                           | 1 Subpoena 20                               |                |
| 1895                   | Jan order 36. 1 Subpoena 20. Feb order 36.                |                                             |                |
| 1894                   | 1 witness certificate 30 copy order 75 Tax cost 4         |                                             | \$ 4.70        |
| Feb 26                 | To recording your settlement as guardian for J. M. Howard |                                             | 2.00           |
| " "                    | " " " " " " Emily O. Howard                               |                                             | 2.25           |
| March 19 <sup>th</sup> | " " " " " " J. P. Crater free                             |                                             | 1.75           |
| 1895                   | Nov 23                                                    | " " " " " " Guardian for J. M. Howard       | 2.00           |
| " 21                   | " " " " " " Emily O. Howard                               |                                             | 2.00           |
|                        |                                                           |                                             | \$ 32.40       |

less.

|      |        |                    |          |       |
|------|--------|--------------------|----------|-------|
| 1894 | Apr 16 | Per By Cash        | \$ 5.00  |       |
|      | May 21 | " " "              | \$ 10.00 | 15.00 |
|      |        | Bal.               |          | 17.40 |
|      |        | Intt from Jan 1/96 |          |       |

Sworn to by S. V. F. Richmond, this Apr 17, '96  
A. M. Goins,  
Special Comm.



Acct. of  
S. V. F. Richmond

"<sup>=</sup>"  
Claim #3



**S. J. C. HOWARD,**  
**ATTORNEY AT LAW**  
**AND COUNTY ATTORNEY,**  
OFFICE IN COURT HOUSE.

Harlan, Ky. Nov 13 1894

Mr M. C. Parsons  
any Settlement or  
Rangment you  
make with Mr  
Johnson will Be  
Satsfcto with us  
Yours Truly  
S. J. C. Howard  
& Clay  
attys



# Pennington Gap Bank

TRANSACTS A . . .  
GENERAL BANKING BUSINESS

Special : Attention : Given : to : Collections

W. S. HURST, PRESIDENT  
A. G. HYATT, CASHIER

PENNINGTON GAP, VA.

Nov 15 1894

Recd from McParsons  
Guardian for El Howard  
Four Hundred Dollars  
being part payment  
on \$550<sup>00</sup> Note Executed by  
J. S. Koggs & O. Johnson &  
myself to said McParsons  
dated 8<sup>th</sup> day of November  
1894 and due 3 years  
after date. Given under  
my hand this 15<sup>th</sup>  
day of November 1894  
And it is expressly understood  
that said Parsons does  
not claim interest on  
this receipt as the \$550<sup>00</sup> note  
bears interest C. E. Johnson



M. C. Tarsus  
Guardian

for  
Emily O. Howard

Principles of Geometry

Recd  
L. O. Johnson



# Pennington Gap Bank

TRANSACTS A . . .  
GENERAL BANKING BUSINESS

Special : Attention : Given : to : Collections

W. S. HURST, PRESIDENT  
A. G. HYATT, CASHIER

PENNINGTON GAP, VA.

Nov 15 1894

I am C. E. Johnson  
Oke Humdred & Fifty  
Dollars being Balance  
on 550 \$ Nails Presented  
by John Steggs. C. E. Johnson  
C. E. Johnson Nov 11/94  
& due 3 years after date  
And I agree to pay  
this due Bill not later  
than Jan 1/95  
This Nov. 15/94

M. L. Parsons  
Guard

150.00  
25  
150.75  
27.80  
122.95  
30  
120.25



PENNINGTON GAP BANK  
PAID

Aug 26 1894  
Pennington Gap, Va.



*M.*  
Pennington Gap, Va.

189 *12/28* (No.)

# PENNINGTON GAP BANK

Pay to

*Alfred Carson*

or Bearer

*\$ 23 <sup>25</sup>/<sub>100</sub>*

*On* *Twenty three <sup>25</sup>/<sub>100</sub>* Dollars

For

*Balance due Bill Johnson Int McCarsons*



M. C. PARSONS.



Zions Mills, Va. Nov 15 1894

PENNINGTON GAP BANK  
PENNINGTON GAP, VA.

Pay to

E. Johnson

NOV 15 1894

Order \$ 300<sup>00</sup>

Pennington Gap, Va.

Dollars

For part on 500<sup>00</sup> note

add to E. A. Johnson.

M. C. Parsons



C. E. Johnson



Mr. White I can  
pay you 4 or in ten  
or 12 days for Elias  
Robin I bought com  
on the 22 of March 1874  
M. L. F. W. M.



for value received  
I assign the within  
due bill over to

H. J. Reese  
Nov. 30 - 1895 J. H. Wier

M. C. Parsons  
Cash due bills  
\$4.00

76/22/94  
mch 22/94



# Pennington Gap Bank

TRANSACTS A . . .  
GENERAL BANKING BUSINESS.

W. S. HURST, PRESIDENT  
A. G. HYATT, CASHIER.

Special : Attention : Given : to : Collections.

PENNINGTON GAP, VA.

Feb 10. 1896

M. C. Parsons

To D<sup>r</sup>. D. N. Howard Dr. -  
94.

To amt apc for D<sup>r</sup> Bills \$6<sup>00</sup>/<sub>100</sub>

Virginia Lee Co to wit

This day personally appeared  
before me the undersigned J. F. Witt  
& made oath that two or 3 days  
before the death of said Parsons  
he the said Witt heard the said  
Parsons say he owed D. N. Howard  
6 or 7 dollars for Doctor Bills,  
And I also further certify that D. N. Howard  
personally appeared before me & made  
oath that the above apc against M. C.  
Parsons is just & unpaid. Subject  
to no Credits Given under my hand this  
Feb 10/96 A. G. Hyatt N. B.



Claim No  
"A" 21"



The Estate of M. C. Parsons, Decd.  
To J. F. Witt, - - - - - Dr.

1895-  
Mar 22,

Amk. agreed to pay for  
Elias ~~Robbins~~

\$4.00

[See Order by M. C. Parsons  
attached hereto.]

Virginia, Lee County, To-wit: -

This day, <sup>J. F. Witt</sup> personally appeared  
before me, A. M. Gomis, <sup>Special Comr to</sup>  
~~the peace for Lee County, Virginia,~~  
and made oath that the foregoing  
Acct. of \$4.00 was never paid to him  
by M. C. Parsons in his life time,  
or by any one else for said Parsons  
in his life time, but that the same  
has been assigned to H. J. Russell  
since the death of said Parsons.  
Given under my hand this the 22  
day of ~~May~~, 1896.

A. M. Gomis <sup>J. F.</sup>  
Special Comr



J. F. Hill

vs. { \$4 <sup>00</sup>/<sub>100</sub>

Estate of M. C. Parsons

Decd.

---

Assigned To

H. J. Russell -

---

Claim No. 22.



1 For value received we assign Henry L.  
2 Ferguson, and guarantee the payment thereof  
3 the sum of Two hundred and eighty seven dollars  
4 and eighty four cents (\$287.84) on a note  
5 executed by A. M. Brown to Phoebe Filanary  
6 for the sum of \$266.66, dated the 10<sup>th</sup> day of Aug.  
7 1887 and payable on or by the 15<sup>th</sup> day of Aug. 1887  
8 and on which suit has been instituted in the  
9 Circuit Court of Lee County Va. in the name  
10 of C. E. Filanary admr-est vs. the said A. M. Brown  
11 This the 19<sup>th</sup> day of Feb. 1894.

12  
13 J. G. P. Perin, for  
14 M. L. Parson,

15 287.84

16 1727.01

17 287.84

18 1505.71



12  
13  
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31  
32

Virginia Lee County To wit

This day, France Slagle personally appeared before me A. M. Goins and made oath that the entire sum mentioned in the within instrument is still due just and owing to him. No part thereof ever having been paid. Given under my hand this the 4<sup>th</sup> day of April 1896.

A. M. Goins, Special Comr.

John L. Pennington  
vs C. M. C. Carson

Claim No. 30.

A. D. Morgan

From value received of  
Assign the within claim  
in debt to Frances  
Slagle. This July 1915



ORR & RUSSELL, General Merchants,  
JONESVILLE, VA.

No. 18

On Jan. 1st 1893

to Jas. H. Graham Esq.  
Twenty five

Value received, waiving all Homestead and Exemption Laws as to this debt.

Witness hand and seal.

No. 9

DUE:

Jan. 1st 1895

Jonesville, Va. March 1st 1894

~~days after date.~~ I promise to pay

of Henry Graham deceased

100 Dollars,

M. L. Parreny

[SEAL.]

[SEAL.]



For value received  
I assign the within  
note to J. F. Witt.  
March 10th 1896

J. H. Graham

Mr. C. Parsons

To note

\$25.00

due Jan. 1895

Claims No. 24





No. \_\_\_\_\_ July 29<sup>th</sup> 1896

RECEIVED OF

Reuben Jesse Adams McParsons Decd.  
One Hundred and no Dollars

Part payment on debt due by said Parsons as Guard  
to Emma O. Johnson nee Emma O. Howard.

\$100 00

C. E. Johnson Recd  
For Emma O. Johnson.



~~"34a"~~

28a

100<sup>00</sup>



"<sup>=17"</sup>  
"Claim ~~xxx~~"

Interest on By the first day of March 1895, I promise  
this note to pay to E. D. G. Blair Twelve hundred  
from 1890 to and fifty dollars for value received of  
to 1895— him. And I reserve the benefit of my  
the interest to be paid homestead exemption as to this debt.  
by the first day of every March Witness my hand and seal May 9<sup>th</sup> 1887.  
March M. E. Parson Seal



1894, March 3. Cr within note by cash \$75.00  
 1895, March 16 Cr seventy five dollars  
 1895, May 11 Cr by Cash four hundred and  
 seven dollars & fifty cents  
 Credit fifty dollars July 24 1895  
 Credit seventy dollars Sept 30 95  
 Credit fifty dollars Oct 18 95  
 Credit fifty dollars Oct 27 95  
 Credit fifty dollars Oct 27 95  
 Credit fifty dollars Oct 27 95  
 Credit fifty dollars Oct 27 95

or the within note \$150 April 4 1886  
~~I assign the within note to R. M. Smith~~  
~~for value received of him the 20th~~  
~~20 1886~~

or the Within note

Grant Blair

\$3.76

Oct. 10th 1891.

Now 7 or By Cash \$75.00

Credit the within note  
 dollar March 14<sup>th</sup> 1892

Seventy five

1891 March 6 Recd of M. L. Parsons seventy five dollars



1894 Estate of M.C. Parsons to E.P. Garrison D.  
Novr 1, To balance on hauling lumber \$1.00  
E.P. Garrison.

Personally came before me on the 1st day of  
November 1898- E.P. Garrison and made oath  
that he was employed by M.C. Parson "dec"  
~~employed him~~ during his lifetime to haul  
lumber for him from the Pockett country  
and that there is still due him upon  
said hauling one dollar, and that the same  
is just and unpaid.

W.K. Hopkins N.P.

Personally came before me J. Morgan Court  
and made oath that he was employed  
during the year 1894 to look after the lumber  
business of M.C. Parsons and that in Novr  
1894 E.P. Garrison done some hauling for said  
M.C. Parson dec and that, in making settlement  
with said Garrison, for said parson, he made a  
mistake against said Garrison of 1.00 and that to the best  
of his knowledge & belief the same is just, due, & unpaid.

W.K. Hopkins N.P.



E. P. Garrison  
vs { account  
W. C. Parsons

Claim No. 23"

From value received  
& assign the within  
account to H. J. Russell  
This Jan 1<sup>st</sup> 1896  
E. P. Garrison



No. 1.

Calculation of Crabtree Judgment.

\$305.87 = Pr.

2.50 = Atty. fee paid.

\$303.37

10.56 = Int. 6 mos. + 29 days.

\$313.93

8.13 = Cost.

\$319.06

30.00 = Cr. Nov. 20, '94

\$289.06

1.20 = Int. 25 days.

290.26

100.00 = Dec. 15, '94, Cr.

\$190.26

4.69 = Int. 4 mos. + 28 days

194.95

70.00 = Cr. May 13, '95

\$124.95

11.00 = Hogs pd. Crabtree, as of May 13, '95

\$113.95

30.67 = Int. to Nov. 8, '99 - 4 yr 5 mos + 25 days

\$144.62 = Amt. due as of Nov 8, '99

\$144.62 = Nov. 8, '99







No. 2.

# Calculation of Crabtree Judgment

$$\$306.87 = \text{Pr.}$$

$$2.50 = \text{Atty fee paid.}$$

$$\begin{array}{r} \$303.37 \\ 10.56 \\ \hline \end{array} = \text{Int. 6 mos. + 29 days.}$$

$$\begin{array}{r} \$313.93 \\ 5.12 \\ \hline \end{array} = \text{Cash.}$$

$$\begin{array}{r} \$319.06 \\ 30.00 \\ \hline \end{array} = \text{Cr. Nov. 20, '94}$$

$$\begin{array}{r} 289.06 \\ 1.20 \\ \hline \end{array} = \text{Int. 25-days.}$$

$$\begin{array}{r} \$290.26 \\ 100.00 \\ \hline \end{array} = \text{Cr Dec. 15, '94.}$$

$$\begin{array}{r} \$190.26 \\ 4.69 \\ \hline \end{array} = \text{Int. 4 mos + 28 days}$$

$$\begin{array}{r} \$194.95 \\ 70.00 \\ \hline \end{array} = \text{Cr May 13, '95.}$$

$$\begin{array}{r} \$124.95 \\ 2.02 \\ \hline \end{array} = \text{Int. 3 mos. 6 days.}$$

$$\begin{array}{r} \$126.97 \\ 30.00 \\ \hline \end{array} = \text{Cr Aug. 19, '95.}$$

$$\begin{array}{r} \$96.97 \\ 11.00 \\ \hline \end{array} = \text{Tags paid Crabtree as of Aug. 19, '95.}$$

$$\begin{array}{r} \$85.97 \\ 21.74 \\ \hline \end{array} = \text{Int. to Nov 8, '99, 4yr 2 mos + 19 days}$$

$$\$107.71 = \text{as of Nov. 8 '99.}$$

$$\underline{\underline{\$107.71}} = \text{Due as of Nov 8, '99.}$$



Crabtree  
Calculation

Apr. 2.

\$107.71

107.71 = 107.71



At a circuit Court continued and  
held for Lee County at the Court house  
thereof on Monday March 9<sup>th</sup> 1896.

David Hall.

vs.

J. C. Jesse and H. Russell Adams  
of M. C. Porcous deceased

Decree That the Plaintiff recover  
of the defendants as Administrators  
of M. C. Porcous deceased the  
sum of Seventy &  $\frac{24}{100}$  (\$70.24) dollars  
with interest thereon from the 1<sup>st</sup> day  
of March 1896. till paid, and the costs.

Clerk. \$7.17

Tax 1.50

Sheriff 5.00

Atty 15.00

Court 25.00

Wits 3.36.

G. A. L. 5.00

Geo. C. 25

\$62.28

Said Judgment has  
this endorsement on it.  
"\$ 50.00 of This Judgment  
and the Attorney's fee is  
for the benefit of Sam-  
uel & Hyatt."

A. Copy 'Lites.

A. B. Munsey Clerk



Daniel Hall  
vs { Copy of Judgt  
Jessee + Russell adms

"blow #14 x 15"

~~"#16"~~

Clerk

copy. 25<sup>to</sup> for Clerk





April 1<sup>st</sup> 1894

Nine months After date

promise and bind ourselves heirs executors &c. to pay  
to J. A. Wick or order, Twenty Six - DOLLARS  
and cents, for value received, and hereby waive the benefit of  
the Homestead exemption, or any other law that is now or may hereafter be enforced to  
prevent the collection of the same, in this or any other State.

Witness our hands and seals this 1<sup>st</sup> day of Apr. 1894

No

A. R. Orr

SEAL

W. L. Parnes

SEAL



I assign the written  
note over to H. J. Russell  
Nov. 30-1895

J. F. West

Claim No. "29"

Alex R. Orr and  
McCormick, N.Y.  
\$26.00  
Dec 1 - 95.



Pennington Post Office  
July 16 - 1895

J. E. Parsons  
in Account With  
J. Morgan Cook for hauling lumber

1894

Nov. 23 To hauling 743 ft at 32<sup>00</sup> per thousand

" 29 " " 596 ft "

1339 ft at 32<sup>00</sup> per thousand \$435

1895

July 16 Balance due me to date \$435

J. Morgan Cook personally appeared before me  
J. B. Noel a Justice in and for Gall County Va  
and made oath  
that J. E. Parsons did the hauling named in  
the above account and at the price therein  
named, and J. E. Parsons also appeared  
and made oath that the above account is  
true and that he is justly entitled to  
the Bal. above named and that the same  
is just and remains unpaid.

Given under my hand this 16 day  
of July 1895.

J. B. Noel J.P.



J. E. Parsons

\$ 4.35-

Claim No. "34."



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON

*M. R. Kiser*

*A. M. Goino, Corr of the Circuit.*  
to appear before the Judge of our County Court of the County of Lee, at the court-house thereof on the

day of *April* 189*9*, to testify and the truth to say in behalf of the

*29th*  
*Defendants*  
in a certain matter of controversy in our said Court, before the said Judge depending  
and undetermined between the *Josce T. Russell, Adversus Defs*  
*Commonwealth of Virginia, Plaintiff*, and

*Geo. A. Crabtree Plaintiff* ~~Defendant~~

And have then there  
this writ. Witness, S. V. F. RICHMOND, Clerk of our said Court, at the court-house, the *17* day of  
*April* 189*9*, and in the 12*5th* year of the Commonwealth,

*S. V. F. Richmond* Clerk.



Exeuted april 17  
1899 Ray Sumner  
M. R. Kirk  
E. S. Skelton 98  
for M. D. West

886  
matress table  
5005



1892  
 Mr. M. L. Parsons (Hickory Flats)  
 T. J. Alstyatt clerk Dr  
 Summs debt vs S. B. Poter et al 25 copies 25- .50  
 Recept 18, Rules 50 Tax 2.00 alias Summs 25 copies 25- 3.18  
 Court d Rules 1.25 - fil decal 15 - Doct 18 1.58  
 Atty 10, order 34 Copying note 30 76  
 Sparing costs &c 40 40  
 \$6.42



(5)  
M. C. Parsons

Five Bills

6.42

To  $\frac{4}{3}$

~~50~~

~~200~~

~~2142~~

J. A. Hyatt



1894  
Decr

Mr. L. Parsons Guard for J. M. Howard  
To J. A. G. Syatt, Cour acc'ts dr  
for making settlement \$2.50



(6)  
M. C. Parsons  
Guard

To 5 Free Bill  
3 \$2.50

J. A. G. Hyatt



1894 Mr. L. Parsons Guard for Emily O. Howard  
To J. A. St. John's Court acct on  
Decr. 27 For massing Settlement \$ 2.50



(7)  
M. C. Parsons

Sum of

2 Free Bill  
To \$ 2.50

J. A. Hyatt



|      |                                                        |  |  |  |         |
|------|--------------------------------------------------------|--|--|--|---------|
|      | M. L. Parsons & Co                                     |  |  |  | Dr      |
| 1881 | To J. A. Hyatt clerk                                   |  |  |  |         |
| Aug. | Fil Petition in chancery re David F. Burke & Anne 15   |  |  |  | 15      |
| 1882 | Decree 36 Copies 600 Repts 18 Decn. Contd 34           |  |  |  | 150     |
| Mar. | Fil report 15; Decree 36 Bond & 65 copy 30, Fil Pte 15 |  |  |  | 161     |
| 1883 | Decree 36 Aug & Decr Contd 72                          |  |  |  | 108     |
|      | Fil reports 30 Decree 36. Contd 72 Taxing cost 40      |  |  |  | 178     |
| 1884 | Contd this year 1.08 1885 Contd 1.08 1886 Contd 1.08   |  |  |  | 324     |
| 1887 | " 1.08 1888 " 1.08 1889 " 1.08                         |  |  |  | 324     |
| 1890 | " 1.08 1891 " 1.08 1892 " 1.08                         |  |  |  | 324     |
| 1892 | Mr. & June Contd 72 Taxing Costs & 1.00                |  |  |  | 172     |
|      |                                                        |  |  |  | \$17.56 |



(4)

M.C. Parsons fire  
free Bill

~~263~~ \$17.50

J. A. Hyatt

Exempt to become

1<sup>st</sup> barred -

2<sup>d</sup> two taxing of cash  
once 40 which is  
proper & the last 1<sup>00</sup>  
is erroneous.

P.T.S. for  
Adm.



M. L. Parsons  
To J. A. Hyatt.

1894

Sept

1893

Nov

Feb 20

To renting deed &c from Math Sims  
" " Bond &c for Turners  
" " Deed to Statzer

Dr

1.50

1.50

1.00

\$4.00



(3)

M. L. Parsons  
Free Bill

To \$4.00

J. A. Stetson

Ex cepted to beance  
the within is not  
free but account  
for legal services  
part of it (1<sup>st</sup> - 2<sup>nd</sup> items)  
is barred.

P.S. for

Admrs -



1886

M. L. Parsons

Dr

For costs on Countd of suit by  
D. S. Littow

\$116

See Com. Law book page 136.

J. A. Hyatt & Co



(2)  
W. L. Parsons

See Bill

#1.16

Excepted  
to because  
bars by  
Statute of  
Limitation.

PVS for  
H. L. L.



M. L. Parsons

1883-

To Clerk Circuit Court Dr  
Filing and ads M. V. Pennington &c 15-  
affi 25, Ent atty 10, fil Ex. 60, For cost, 40, 1.35-

J. A. Hyatt & Co. \$1.50



(1)  
M. C. Parsons  
See Bill  
\$1.50

Excepted to  
because barred  
by statute of  
limitation.

PW for  
Admrs.



1896 M. L. Parsons Estate

April 6 To J. A. S. Hyatt late clerk ~~Dr~~ On

Bared 1 Free Bill ads M. V. Pennington by TC ✓ 1.50

Bared 2 " " " D. S. Litton ✓ 1.16

(Partly paid 3 see " " For writing seeds &c 4.00

4 " " Pending case vs D. F. Burk Adam 17.56

5 " " In " " S. B. Potuck 6.42

6 " " Hon Guard Settlement (M. N.) 2.50

7 " " " " " (E. O. H.) 2.50

Total due . . . . . \$35.64

off 2.66

\$32.98

I certify that the above list of  
 fees are just and remain  
 unpaid, and refer to the records  
 for verification of same  
 April 6<sup>th</sup> 1896. J. A. S. Hyatt

Sworn to before me this Apr. 6<sup>th</sup>,  
 1896.  
 A. M. Goins  
 Special Comm.



Acct. of  
J. A. G. Hyatt

\$ 35.64  
266  
// 3298

Claim # 38



Interest on  
this note  
from 1890  
to 1895

interest to  
be paid

first day  
of every  
month

By the first day of March 1895, I promise to  
pay to W. M. Smith Twelve hundred and  
fifty dollars for value received of him. And  
I waive the benefit of my homestead exemption  
as to this debt. Witness my hand and seal  
May 9th 1887.

M. C. Parson's Seal

84 July 20 1894



Nov 9 1891

Credit with Seventy five  
dollars  
credit the within not  
Seventy five dollars  
March the 14<sup>th</sup> 1892

1893 March 6<sup>th</sup> Received of M. C.  
Parsons Seventy five dollars

1894 Mch 3. Cr within note by Cash \$75<sup>00</sup>

1894 March 16 Cr Seventy five dollars

1895 May 11<sup>th</sup> Cr by Cash four hundred and  
seventy  
Dollars and fifty cents

Credit fifty Dollars July 24 85

Credit Seventy Dollars Sep 30 85

Credit Eighty Dollars Oct 9 85

Credit one hundred Dollars

Cr one hundred and fifty  
Feb 15 1886

Dollars Apr. 4 1886

Robert X  
" 18  
"



\$125.

One day after date  
to bind myself and heirs  
to pay Mallie S. Flannery  
One Hundred Twenty Five  
Dollars for value re-  
ceived of her, witnessed  
my hand and seal this  
Feb. 23, 1893.

M. C. Parson Seal



Claim No. 28.



# Pennington Gap Bank

TRANSACTS A . . .  
GENERAL BANKING BUSINESS.

W. S. HURST, PRESIDENT  
A. G. HYATT, CASHIER.

Special : Attention : Given : to : Collections.

PENNINGTON GAP, VA.

May 9 1896

Russell Russell Adm'r  
Est McBarons Dead  
J. V. E Johnson Dr.

Dec 15/94

To 1/2 Costs Compromise \$2,80 \$1,390

Int same to do it

Virginia Lee Co tow it.

I a J. Hyatt a Notary Public  
for the County of Lee State of Va  
do certify that J. E Johnson personally  
appeared before me & made oath  
that the above apc against the  
Estate amounting to \$1,390 with Int  
thereon from Dec 15/94 is just &  
unpaid And that same is not  
subject to any credits. Given  
under my hand this 9<sup>th</sup> day  
May 1896. A. Hyatt N.P.



Claim No 28



Beloin # ~~20~~ 19 "

The Estate of M.C. Parsons Deceased,

In Account with,

W.A. Parsons.

---

1895,

June 5, To Judgement, with interest from the 1st day of Jan, '96

\$315.00

and for costs in said suit,

33.27

See Chancery Order book Page 201.

<sup>1896</sup>  
Jan-20. By Cash Paid Parsons.

\$ .00



Virginia, Lee County, to-wit;

I A.B. Muncy, clerk of the Circuit Court for Lee County  
do hereby certify that the following is the bill of cost recovered  
in the case of W.A. Parsons Vs. Russell and Jesse Admrs, et al. to-wit.

|          |        |
|----------|--------|
| Clerk,   | \$7.52 |
| Atty,    | 15.00  |
| Co. C    | 25     |
| G.A.L.   | 5.00   |
| Sheriff, | 4.00   |
| Tax,     | 1.50   |

33.27

A.B. Muncy Clerk.



P. L. Thompson. Adm'r.

vs. John Choe -

N. J. Parson & all -

---

Account of -

N. J. Parson, 3 15<sup>00</sup>

lost. 33.27

---

" " "19" #  
claim ~~19~~



15.00 One day after date  
 I bind myself here to pay  
 to W.S. Hinch fifteen  
 dollars (value received)  
 and I waive the homestead  
 exemption as to this  
 note Jan. 24 1890

McC. Parsons  
 Lestee J. Morrison

1896. 11 1  
 1895, ~~24~~ 24

1 - 9 - 6

6 + 48 + .01 = .106

15-

5830

106

1.690

15.00

\$16.69



M. C. Parsons

Note 1500

W. S. Hurst,

---

Due Jan 24. 95.

"  
" Claim #13"



MONTHLY STATEMENT.

Jonesville, Va., *April*, 189*6*

*Mr Cecil Parsons*

IN ACCOUNT WITH **B. F. COOK**

TERMS CASH.

*DT*

*1894*  
*Dec 18*

*To Arre Pr Sundry Leathers & fenders 2 00*  
Personally, appeared before me, *B. F. Cook*  
made oath that the above account of *\$2.00*  
against Cecil Parsons just & unpaid. Given  
under my hand this *April 1st 1896*.

*D. C. Sewell M.P.*



Personally, appeared before me, John Henderson & made  
oath that the within account is correct, that he  
knows that said persons got the work & that so  
far as he knows is unpaid. Given under my  
hand this April 1<sup>st</sup> / 1896. D. P. Sewell N. P.

B. S. Bonk

or

Mr. L. Parsons

Teste:-

Claim No 20,



At a <sup>circuit</sup> circuit, continued and held  
for Lee County at the Court house  
Shreve on the 5<sup>th</sup> day of June, 1895

W A Poreaus.

vs  
J. C. Jester et al.

xxxxxx 2. and  
That said William A Poreaus recover  
from H. J. Russell and J. C. Jester  
Administrators of the estate of M. C.  
Poreaus the sum of \$315<sup>00</sup> with legal  
interest thereon from the 1st day of  
January 1895 till paid and the costs  
of this suit, but no execution shall  
issue thereon until after the 1st day  
of January 1896 xxxxxx

A true copy from the record  
A B Munsey Clerk



Wm A. Parsons

vs } Copy of Judgment,  
J. C. Jesse et al

Claim "19"



\$ 75:00

One day after date I  
bind myself and heirs  
to pay Mollie S. Flannery  
\$ 75:00 for value received  
of her witnessed my hand  
and seal this May 6, 1890.

W. C. Parson. (S)



April 16, 1874.  
Ch. Bycatcher ~~1874~~

blaine No.

"26"



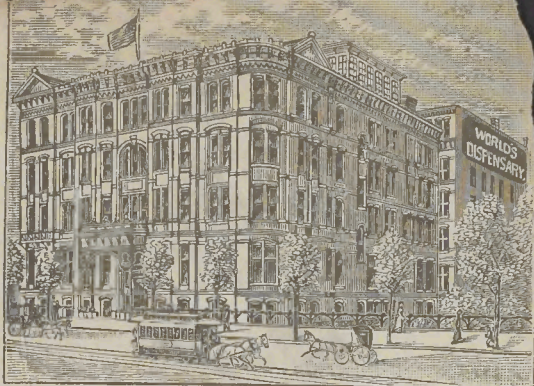
Memoranda.

Mr Lout & or  
pleas send 1 Bolt  
Leaving Brown  
Domestic By Mail  
Boy and Obley  
this 1<sup>st</sup> of Nov  
1894

At Parson

87





## INVALIDS' HOTEL AND SURGICAL INSTITUTE

663 Main Street, Buffalo, N. Y.

WORLD'S DISPENSARY MEDICAL ASSOCIATION,  
PROPRIETORS.

*The Invalids' Hotel and Surgical Institute is not a Hospital,  
but a Pleasant, Remedial Home, organized with*

**A FULL STAFF OF EIGHTEEN PHYSICIANS AND SURGEONS,**

FOR THE TREATMENT OF

**ALL CHRONIC DISEASES.**

We have not the space to speak, individually, of the large number of professional gentlemen composing the Faculty of this old and world-famed institution, but will say that among them are those whose long connection with the Invalids' Hotel and Surgical Institute has given them great experience and has rendered them *experts* in their several specialties. Several of them had previously distinguished themselves in practice, had held important professorships in Medical Colleges, and had filled responsible positions in both military and civil hospitals.

As the fruits of our extensive practice, many very valua-



Jonesville Va

August 19th 95

M. C. Parsons - to Concord

|         |                                                    |    |      |          |
|---------|----------------------------------------------------|----|------|----------|
| 1894    |                                                    |    |      |          |
| May 30  | 2 Shirts                                           | \$ | 1 65 |          |
|         | Pauls Buttons                                      |    | 10   |          |
|         | Thread 6 yds Cotton <sup>125</sup> 20              |    | 1 25 |          |
| June 6  | 9 yds Lawn 11 1/2                                  |    | 1 04 |          |
|         | 1 Pair Ladies Shoes                                |    | 1 00 |          |
| 18      | 10 yds Calico                                      |    | 63   |          |
|         | Thread                                             |    | 05   |          |
| 23      | 5 yds Cotton Plaid                                 |    | 33   |          |
| July 18 | Coffy <sup>25</sup> - 2 x 5 m 2 1/2 <sup>100</sup> |    | 1 25 |          |
| Sept 27 | Coffy                                              |    | 1 25 |          |
| Nov 1   | 1 Pair - Domestic                                  |    | 2 60 |          |
| 20      | 60 Ladies Shoes                                    |    | 1 00 |          |
| Dec 17  | Drilling                                           |    | 66   | \$ 12 81 |

Virginia, Lee County, to-wit:

Sworn to before me by M. C. Orr,  
a member of the firm of Concord & Orr,  
to be first due and unpaid, This  
Oct. 6, 1896

A. M. Harris  
Special Comm.



Mc Parsons  
To

Common

~~\$12~~

"Claim \$12"



# MONTHLY STATEMENT

18

Mr M. C. Parsons.

To J. C. Gibson & Co

Dr.

Interest from Jan'y 1<sup>st</sup> 1895 - on \$25.50 + on 20<sup>th</sup> Jan'y 76

|      |    |                              |    |       |
|------|----|------------------------------|----|-------|
| 1894 |    |                              |    |       |
| July | 20 | To coat & vest               |    | 10.00 |
|      |    | 1. Artificial                |    | 50    |
|      |    | " 1 fr suspenders            |    | 35-   |
| Aug  | 20 | " 1 fr Lads vests.           |    | 50    |
|      |    | " 1 corset 1.25 - the 05-    |    | 1.30  |
|      |    | " Shoe strings 05-           |    | 05-   |
|      |    | " 4 <sup>th</sup> yd Gingham |    | 34    |
|      | 22 | " 1 shirt 50 baby cap 30     |    | 80    |
|      |    | " 3 yds Lace.                |    | 60    |
|      |    | " buttons &c                 |    | .28   |
|      |    | " 40 yds Cashmere            |    | 2.50  |
| Sept | 17 | " 1 knife                    |    | 15-   |
| Oct  | 15 | " 1 fr Lads vests            |    | 1.25- |
| Nov  | 10 | " 8 yds Surge. 2.55-         |    | 4.40  |
|      |    | " 3 yds corset jeans.        |    | 23    |
|      |    | " 6 yd calico 30 lpl Silk 10 |    | 40    |
|      |    | " bunch tifs.                |    | 60    |
|      |    | " 4 yd braid 2.20            |    | .80   |
|      | 22 | By tifs returned.            | 60 |       |
|      |    |                              |    | 25.05 |



# MONTHLY STATEMENT

2

18

M

To

Dr.

|     |    |                      |    |       |
|-----|----|----------------------|----|-------|
| Apr | 22 | To brot. fund        | 60 | 25.05 |
|     |    | To 1 veil            |    | 25-   |
| Dec | 27 | " 1 pr baby shoes.   |    | 30    |
|     |    | " 22 yds braid @ .20 |    | 50    |
| Feb | 17 | " 1 pr shoes         | 60 | 26.10 |
|     |    | " " " Sox            |    | 1.50  |
|     |    | " collar button      |    | 50    |
|     |    |                      |    | 28.15 |

Virginia Lee county to wit:-

I A. M. Gouins, Special Comm.

do certify that J. R. Gibson this day made oath before me in my said county that the foregoing account against M. C. Parsons was just and unpaid as appears upon the account book of J. R. Gibson & Co.

Given under my hand this the 10<sup>th</sup> day of April 1876.

A. M. Gouins,  
Special Comm.

Virginia Lee county to wit:-

I, A. M. Gouins Special Comm.







# VIRGINIA--LEE COUNTY, TO-WIT:

TO C. E. Cheek Constable of said County:

I HEREBY COMMAND YOU TO SUMMON Daniel Hall S. S. Hall

James P. Graham & Nimrod Patut

If to be found in your District to appear at Jonesville in said county, on the

29<sup>th</sup> day of Feb 1896 before me or such other Justice of the said County, as may be thereto

try this warrant, to answer complaint of James M. Sangherty Adm

of David Good decd

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$55.37 due

by Note, and then and there make return of this warrant,

Given under my hand the 1<sup>st</sup> day of Feb 1896.

H. C. Joslyn J. P.

James M. Sangherty  
Adm of David Good

Against S. S. Hall On the 2<sup>d</sup> day of March 1896.  
(In debt.)  
J. P. Graham & Nimrod Patut At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 55.37, with interest thereon from the  
1<sup>st</sup> day of Oct 1891, till paid, and \$ 2.50 for costs.

H. C. Joslyn, J. P.

VIRGINIA --Lee County, To-wit: To C. E. Cheek Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

Daniel Hall. S. S. Hall. J. P. Graham  
Nimrod Patut

, in your county, you cause to be made the sum of \$55.37 with  
interest thereon from the 1<sup>st</sup> day of Oct 1891 till paid, which James M.

Sangherty Adm has recovered before me in a

warrant in debt, and also the sum of \$2.50 which were adjudged to the said J. M.

Sangherty Adm for costs in prosecuting said warrant.

Given under my hand the 2<sup>d</sup> day of March 1896.

H. C. Joslyn J. P.

See Br #1384 Pa. by M. Patut Oct 1891/896.  
See Br #629 Pa. by Daniel Hall July 1895.



This case is continued until March  
2d 1896. Feb 29<sup>th</sup> 1896.

W. C. Forslyn J. P.

The within Judgment and execution are  
hereby renewed for fifty days from  
this date. This June 1<sup>st</sup> 1896.  
Free #6  
W. C. Forslyn J. P.

James M. Daugherty  
Admin of David Lloyd

vs. Warrant.

David Hall

S. S. Iball

James P. Graham &  
Newcomb Patent

Executed in full  
this Feb 21<sup>st</sup>

1896.

C. S. Cheek C. L. C.

Remitted to James Adams  
for Sat June 6<sup>th</sup> 1896.

|      |
|------|
| 6835 |
| 1384 |
| 4141 |
| 690  |
| 3451 |
| 2024 |
| 1427 |

4/5520/1  
383



Virginia Lee County To-wit:  
To C. E. Cheek Constable of Said County.  
Whereas James M. Daugherty Admr  
of David Good decd who is the judgment  
Creditor of Daniel Hall. S. S. Hall  
James P. Graham & Nimrod Poter, has  
suggested That There is now in your  
hands, an execution in his favor  
against the goods and Chattels of the  
Said S. S. Hall. Daniel Hall. J. P. Graham  
and Nimrod Poter, for the sum of  
\$55<sup>27</sup> with interest thereon from the 1<sup>st</sup> day  
of Oct 1891. and \$2<sup>50</sup> Costs. Subject to a  
Credit of \$13<sup>84</sup> Pd Oct 1<sup>st</sup> 1891. and \$6<sup>90</sup> Paid  
July 1<sup>st</sup> 1895. And that by reason of the lien  
of said execution, there is a liability to him  
on J. C. Jesse & H. J. Russell Adms of M. C.  
Persons decd. of your County, you are therefore  
Commanded to summon the Said Jesse &  
Russell Adms, to appear before me W. C.  
Jordyn a Justice of Said County, on the  
6<sup>th</sup> day of June 1896. at Jonesville Va. to  
answer whether they are indebted to or  
have estate of any kind in their hands  
belonging to Said Daniel Hall, or S. S.  
Hall or J. P. Graham or Nimrod Poter, and  
how then and there this writ, given  
under my hand and seal this 1<sup>st</sup> day of  
June 1896. W. C. Jordyn J. P. Clerk



J. M. Daugherty Admr } St Jonesville in the County  
David Hall. S. S. Hall } of Lee on the 6<sup>th</sup> day of June 1896.  
J. P. Graham & N. Poter

Upon hearing Judgment is rendered for the  
Plaintiff for the sum of \$55.37 with interests  
from Oct 1<sup>st</sup> / 891. and \$2.90 Costs. Subject to a  
Credit of \$13.84 Oct 1<sup>st</sup> / 891. and \$6.90 Pd July 1<sup>st</sup> / 895.  
And J. C. Jesse & H. J. Russell Adms of M. C. Persons  
Decd. who have been garnished in this Cause  
having appeared and admitted on oath, that  
they as adms are indebted to the said David  
Hall in the sum of \$20.24 with interest from  
March 1<sup>st</sup> 1896. Judgment is granted the  
Plff. against the said Jesse & Russell Adms.  
for the sum of \$20.24 for the use of the  
said J. M. Daugherty Admr. and no Costs.

H. C. Forslyn J. P.

J. M. Daugherty Admr  
David Hall  
Summons on suggestions  
David Hall et al

Represented by Summons  
J. C. Jesse & H. J.  
Russell Adms of  
M. C. Persons Decd.  
and notifying David  
Hall to appear  
before H. C. Forslyn J. P.  
at Jonesville on  
the 6<sup>th</sup> day of June 1896  
This June 1<sup>st</sup> / 896.  
H. C. Forslyn J. P.

"Claim \$16"



A. Crabtree

vs

L. Pennington, M. C. Parsons, G. H. Peter  
+ James Carter. =

Date of Judgment June 21 1894

By Circuit Court

Doctored July 31, 1894

11

Judgment for \$611.74, to be discharged  
by payment of \$308.87, with interest from  
April 21, 1894, till paid + Cook C. 2.88  
Sheriff 2.00, C & B 25-

2.00

2.88

25-

\$5.13

##

Or,

\$30. Nov. 20, '94.

\$100. Dec. 15, '94

\$70. May 13, '95.

##



\$305.87 = Pr

2.50 = atty fee paid

---

303.37

10.56 = Int = 6 mos. 29 days

---

313.93

30.00 = Cr Nov 20, 94,

---

283.93

1.18 = Int. 25 days

---

\$285.11

100.00 = Cr Dec 15, 1894

---

\$185.11 =

4.57 = Interest, 4 mos 28 days

---

189.68

70.00 = Cr May 13, 1895 -

---

\$119.68

14.88 = Int. to June 7, 1897

---

134.56

51.13 = Cash on Judgment on bond.

---

\$139.69



$$\begin{array}{r}
 1894 - 11 - 20 \\
 1894 - 4 - 21 \\
 \hline
 6 - 29 = \$30
 \end{array}$$

$$\begin{array}{r}
 94 - 12 - 15 - \\
 1894 - 11 - 20 \\
 \hline
 - 25 - = \$100
 \end{array}$$

$$\begin{array}{r}
 95 - 5 - 13 \\
 1894 - 12 - 15 - \\
 \hline
 4 - 28 = \$70
 \end{array}$$

$$\begin{array}{r}
 1897 - 6 - 7 \\
 1898 - 5 - 13 \\
 \hline
 2 - 0 - 24 = X\$
 \end{array}$$

Add \$5.13 cost -



"Crabtree"



Vouchers for 1<sup>st</sup> yr.

-No. 1 to 45-

\$9445.14



103

900

---

// 134



ued.

Received of H.J.Russell and J.C.Jessee Administrators of  
the estate of M.C.Parsons deceased, seventy five dollars, the  
same being the interest on a note for the sum of twelve hun-  
dred and fifty dollars, executed to me by the said M.C.Parsons  
in his lifetime, for the year ending March the first 1895.  
Given under my hand this the 7th day of March 1895.

*Wm M Smith, by  
C. T. Duncan Attorney*

Received of H.J.Russell and J.C.Jessee Administrator of the e  
state of M.C.Parsons deceased, seventy five dollars, the same  
being the interest on a note for ~~seventy~~ twelve hundred and  
fifty dollars, executed to me by the said Parsons in his life  
time, for the year ending the first day of March 1895.  
Given under my hand this the 7th day of March 1895.

*A. D. G. Blair by  
C. T. Duncan Atty*



Wm M Smith  
+  
H D & Blair  
To 1/3 Recd  
H J Russell & Co.  
Am.

"1"

~~\$150<sup>00</sup>~~



Recd. of Russell & Jesse Adams,  
of the estate of Mr. L. Parsons One-  
Hundred dollars & seventy-two  
cents and the balance of an  
account due me from Mr. L.  
Parsons. This March 7<sup>th</sup> 1898.

M. R. Gilly



~~2~~ 2

\$100.72



Received of J. L. Jesse & H. J. Russell administra-  
tors of the Estate of M. L. Parsons deceased  
Seven dollars & fifty cents Tax on their bond  
as such Administrators. This 7<sup>th</sup> day  
of March 1895.

J. V. F. Richmond clerk



#3

~~#7~~ 50

S. V. F. Richmond

From Receipt

Russell & Jersee



March 8 1895,

**R**Received from Russell + Jesse Adams  
of M. C. Parsons dec'd  
Fifteen dollars ————— Dollars

Ack. in full of note I hold against M. C. Parsons  
dated Jan 24, 1895, for \$15<sup>00</sup>/<sub>100</sub>  
\$15<sup>00</sup>/<sub>100</sub> I. M. Modley



"~~#~~5"

# "4"

~~#~~15-00



1895

M. C. Parsons.

July 26

To Lindsey Roof

Dr

To 1 1/2 gal whiskey per order

\$3.00

" 31

" 1 " " "

2.00

Feb. 6

" 1 " " "

2.00

" 12

" 1 1/4 " " self

2.50

" "

" 1 qt. " " "

.50

\$10.00

Sworn to before me by L. C. Roof March  
the 18th 1895 A B Munsey Circuit Clerk

Rec'd payment in full of the  
above acct. of H. J. Russell & J. C. Jesse, Admrs  
of M. C. Parsons Est. This April 20 1896  
L. C. Roof



L. C. Hooper  
Jy Acct  
M. C. Brown

110  
00

20  
19  
18  
17  
16  
15  
14  
13  
12  
11  
10  
9  
8  
7  
6  
5

~~110~~  
~~00~~  
~~110~~  
~~00~~

2000  
100  
2000



Jonesville Va, Apr. 15th. 1870

Received of J. C. Jesse and H. J. Russell  
Admr. M. C. Parsons Est. Two dollars  
in full for printing notices of sale  
and blank notes.

W H Eady

As witness  
Given.



W. H. Ends  
To Recpt

8240

# 6

~~2~~ 00



Pennington Gap Bank,

VIRGINIA.

~~270.00~~  
1.80 Int  
271.80

Pennington Gap, Va.,

Feb 4

1895

(30)

days after date

I promise to pay to the order of

J. K. Wilson Esq  
Two Hundred and Seventy

Dollars

Negotiable and payable without offset at PENNINGTON GAP BANK, of Pennington Gap, Va., for value received, and

I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced by this note. Given under my hand — date above written

The undersigned principals and the endorser, sureties and guarantors hereby severally waive presentment for payment, demand, protest and notice of protest or non-payment of this note, and agree that time for payment may be extended without notice or other consent, and without effecting their liability.

DUE

March 6

1895

M. L. Parson

VIRGINIAN PRINT, JONESVILLE, VA.



#4

\$271.80

WE as endorsers of this note, waive demand,  
notice, protest, all exemption laws; and guar-  
antee payment of same or any renewal thereof; and  
acknowledge that we sign with a full understanding  
of this notice.

*J. H. Williams*

Read from Russett & Son's  
Two Hundred Seventy One  $\frac{80}{100}$   
Dollars, being amt in full  
of within mat and interest  
due from Mc Parsons to  
Perryman Gap Bank Given under  
my hand this 16<sup>th</sup> day of Apr  
1895

*Alfred C. Shoy*



500.00  
461.51  
\$38.49

\$38<sup>49</sup>/<sub>100</sub> Recd from Russell  
Jesse administrators  
Thirty Eight & 49/100 Dollars.  
Being the Bal in full of a  
Note Executed by E M Spears  
to M. C Parsons for advance  
on lumber. October 1/94 -  
And assigned by said Parsons  
to Punnett Gap Bank <sup>for value recd.</sup> And said  
lumber failing to pay the  
amt of said note to the extent  
of said amount \$38<sup>49</sup>/<sub>100</sub>.

Given under my hand this  
16<sup>th</sup> day of April 1895

Wm. C. Parsons



# 8

A. G. Hyatt  
To Receipt  
\$38.49

\$38.49





April 27 -

1889

Received

of Russell & Jester Adams

~~Sixty~~ 60

100

Dollars,

For services measuring M. C. Parsons lumber  
sold to E. M. Spears



Jos. Lawson





#9

~~\$~~ 760



Received from A.L. Pridemore through the hands of H.J. Russell, the sum of  
*Eight hundred and fifteen* dollars, and the said sum is to go  
as a credit on a certain debt which the late M.C. Parsons owed us, and was  
secured by a deed of trust, properly recorded in the County Court Clerk's  
office of Lee County, Virginia, and we hereby assign to the said A.L. Pridemore  
*Eight hundred and fifteen* dollars of the said M.C. Parsons debt secured by a deed of trust as aforesaid.

Given under our hands this the *11<sup>th</sup>* day of May, 1895.

*Wm Smith*  
*H D & Blair*

Witnesses:-

*J. A. Gibbs.*  
*A. Johnson*



Smith, T. Blair ~~#~~ 10

From } Receipt

A. L. Bridmore  
I did not pay this  
money but Jesse &  
Russell paid it - I  
claim no interest  
in it - The arrange-  
ment on hand at the  
time free through.

April 11<sup>th</sup> 1896

A. L. Bridmore

~~#~~ 10

~~#~~ 815<sup>00</sup>



\$7.00

June the 1<sup>st</sup> 1861



Received of Russell & Jesse adm  
of the Parsons Estate  
Seven

Dollars,

100

for as it an attachment of  
J. L. & L. D. Kingdon

No.

J. P. By Court



///

~~\$~~ 7 00



\$ 25<sup>00</sup>

June 10 1895

Received from Russell & Jesse Adams

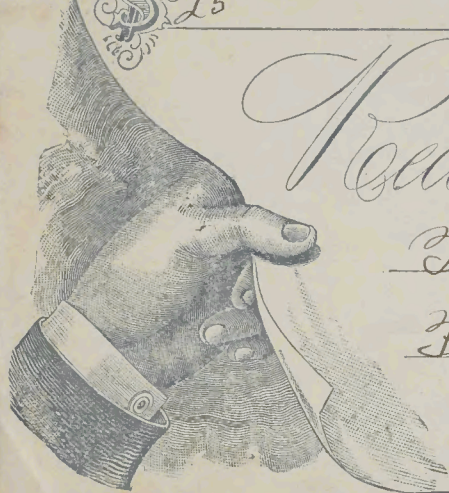
Twenty five

100

Dollars

For Coffin for M. C. Parson

W. S. Lowell





# 12

\$20.00



Mr. *Mary J. Myers* ROCKY STATION DISTRICT.

No. 3

To *J. A. G. HYATT*, Treasurer of Lee County, Virginia, Dr.

| No. P               | No. L     | 1894.     | State Tax 30<br>cts. on \$100. | State sch'l tax<br>10 cts on \$100 | Co. Levy 40<br>cts. on \$100 | Road Tax 20<br>cts. on \$100 | Co, Sch'l tax<br>10 cts. on \$100 | Dis. Sch'l tax<br>10 cts. on \$100 | TOTAL AMT.<br>OF TAXES, |
|---------------------|-----------|-----------|--------------------------------|------------------------------------|------------------------------|------------------------------|-----------------------------------|------------------------------------|-------------------------|
|                     |           |           | Val.                           |                                    |                              |                              |                                   |                                    |                         |
| Head Tax            |           |           | <del>\$1.00</del>              |                                    | <del>50</del>                |                              |                                   |                                    | <del>\$1.50</del>       |
| Per. Prop.          |           |           |                                |                                    |                              |                              |                                   |                                    |                         |
| No. Tracts          |           |           |                                |                                    |                              |                              |                                   |                                    |                         |
| <i>34 1/2</i> Acres | <i>69</i> | <i>21</i> | <i>07</i>                      | <i>28</i>                          | <i>14</i>                    | <i>07</i>                    | <i>07</i>                         |                                    | <i>84</i>               |
| Lots                |           |           |                                |                                    |                              |                              |                                   |                                    |                         |
| TOTAL               |           |           |                                |                                    |                              |                              |                                   |                                    | <i>84</i>               |
| 5 per cent pen'ty   |           |           |                                |                                    |                              |                              |                                   |                                    | <i>04</i>               |
|                     |           |           |                                |                                    |                              |                              |                                   |                                    | <i>88</i>               |

Received Payment

*M J S Barclay*

Treasurer.



This ticket is against the fund bought  
by Parsons from John Parsons & which  
Johns bought from Mary J. Myers & had not  
been transferred.

~~13~~

88.08



Received

July 23

1895-

from Russell & Jessen, Adams  
of the Estate of M. C. Parram, dec'd.

Five &  $\frac{55}{100}$  — — — — Dollars

for the account of this sum of J. M. Bank, assigned  
to me.

\$ 5. 55-

H. G. Russell  
Assignee of J. M. Bank



"14" 1/2"

~~85-85-~~





44

July 11<sup>th</sup> 1895

Estate of M. C. Parsons

Received from H. J. Russell & J. C. Jesse Admrs. of the

Four

Dollars

For services rendered measuring <sup>100</sup> sold to N. G. Johnson  
lumber M. C. Parsons

M. L. Dodson





~~11~~ ~~76~~ #15-

~~84~~ <sup>00</sup>



\$250.00



July 15 1895  
Received of Russell & Jessu Adams  
for M.C. Parsons est.  
two hundred & fifty Dollars  
which is to go as a credit on the  
acc I hold against M.C. Parsons Sec.

J. F. Wier

No. \_\_\_\_\_



~~11~~ ~~28~~

~~11~~ / 61

~~8950~~<sup>00</sup>



Received

July 15<sup>th</sup>

1895

from Russell & Jesse Adams

of the Estate of M. C. Parsons

Thirty Two

Dollars

For balance for land

\$32.00

W. H. Holls



~~11~~ ~~4~~ ~~4~~ "

~~17~~ 17

\$32.00



\$461  $\frac{51}{100}$

Recd from Russell & Grace,  
Administrators of the estate of  
M<sup>c</sup> Parsony Dead, Four  
Hundred, Sixty One &  $\frac{51}{100}$   
Dollars in lumber being  
part payment of advance  
made by me to M<sup>c</sup> Parsony  
by Note of \$500<sup>00</sup>/<sub>100</sub> October 1/94  
and due January 1<sup>st</sup> 1895  
Said note was given as an  
advance on a lot of lumber  
estimated to contain 100.000 ft  
But the measurement fell short  
to such an extent that  
the lumber failed to pay  
the advance in the sum  
of \$384 $\frac{9}{100}$  Given under my hand  
this 18<sup>th</sup> day of April 1895

E. M. Spears.

Admins are entitled to a  
Credit of \$38.49  
against the Estate.



E. m. Spears  
\$461<sup>57</sup>/<sub>100</sub> } Recd.  
— " —

#45-



See if this sum was not paid by M. R. Johnston  
out of the price of his woods by hauling & logging &c.  
Ans. \$156.34 only - was paid by M. R. Johnston

\$589.78.

Recd. from Russel & Jones, Admrs. of the  
estate of M. R. Parrams, Decd. Five Hundred and  
Eighty-nine & <sup>78</sup>/<sub>100</sub> Dollars in payment of  
this sum which M. R. Parrams undertook  
to pay me for M. R. Johnston, in the lifetime  
of the said Parrams. This sum was paid  
me out of the proceeds of the lumber furnished  
me by the said Admrs. during the years  
1845- '6. This 2<sup>nd</sup> day of Oct, 1896.

A. B. Johnson



"#44"

Russell & Jesse

From. { Recd. h.

~~1877~~ 433 44  
M. P. Johnston.

~~~~~


\$1923 ⁶³

Recd from Russell & Jesse, Admrs.
of the Estate of Wm. Parrans, (\$1923 ⁶³)
Fifteen Hundred & Twenty Three &
 $6\frac{3}{4}$ Dollars, out of the price of lumber -
furnished me, for sawing and
stacking 641.2/3 ft of $3\frac{00}{100}$ ft for Mr. which
was paid me in lumber during
the year 1895-6, This Oct 10 1896.

A. A. Johnson

Russett & Son

vs. / Recpt-
1923. 63

W. R. Johnston

43

Virginia,

Lee County, to wit:-

This day A. Johnston
personally appeared before me
A.G. Lyath, notary public in and
for the County & State aforesaid,
and made oath that he has
paid W^m R. Johnston for Russ
& Jesse Adams, of the estate of
W. C. Parsons, the following
Accounts: - which I believe to be correct:-
\$1923.63 for logging 641,213 ft. @ 3⁰⁰ for W.
\$1099.63, " hauling 628,088 " @ 1⁷⁵ " "

(Johnston signature) A. Johnson

Given under my hand this the
2 day of Oct., 1896.

A. G. Lyath A.P.

41+ 1923.63
and
42+ 1099.151

\$100.

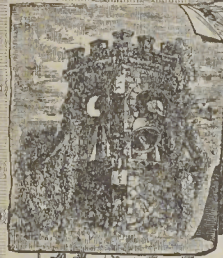
Received of J. L. Jesse one
of the Administrators of the
Estate of M. L. Parsons deed
One Hundred dollars, as part
payment of the liability of said
M. L. Parsons as late Guardian
for J. M. Howard minor
child of L. B. Howard deceased
this February 17th 1896

J. Alstyatt
Guardian for
J. M. Howard

J. A. & H. H. H. H.
Gunn & Co
Receipt. . .
\$100.00

~~100~~ ~~40~~
40

100⁰⁰



No. _____

Dec 2 1895

RECEIVED OF

Jesse Jesse Adams McParson
One Hundred & Fifty Dollars

Part payment on amt due from said Parson
C. E. Johnson re Howard

\$150.00

C. E. Johnson
Recd.

#30

~~\$150~~⁰⁰



Dec 3 1895

Received from Russell W. Jesse Administrator

One &

56
100

Dollars

Cost in case of Jesse Burton against said Est

Julius Hughes

C. S. L.

M. C. Brown Dec 5

3-

~~8~~ / 5-0

\$



No

RECEIVED OF

Dec 6th

1895

Russell & Jesse Adams of M. C. Personnel

Seventeen &

$\frac{84}{100}$

Dollars

for balance in account against said estate

Francis B. B. B.

#32

#14



68⁰⁰

Dec 26 1895

Received from Russell T. Jesser ^{Admrs} M. C. Parsons ^{decd}

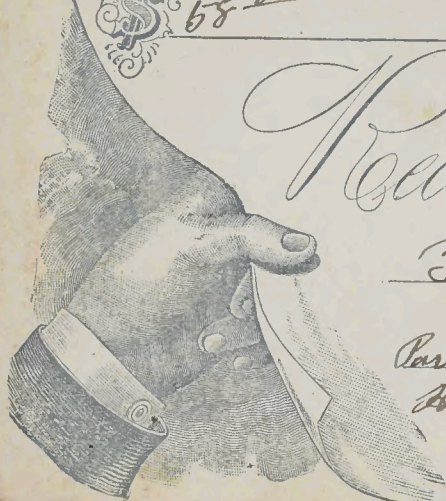
Fifty eight

Dollars

100

Part payment on amount due from said Est to Emma A
Howard now C. Q. Johnson

C. Q. Johnson Receiver



#33-

#38 ⁴⁰

\$ 3.50



No.

RECEIVED OF

January 23

1896

Russell D. Jesse Admrs
of M. G. Parsons Estate
Have

100 Dollars

To be Credit on Judgment against
he holds against said Estate
M. G. Parsons

W. A. Parsons
Receipt

#34

\$3⁰⁰

\$ 6.04



No.

RECEIVED OF

Dec 4

1895

H. J. Russell D. J. C. Jessen ^{admr.}

Eight

^{00.4}
100 **Dollars**

for feeding & looking after stock
belonging to M. C. Parsons Estate
Williamheadrick.

35

\$8.04

Am. Merchants
Receipt

\$2.50

Rec'd of J. C. Jesse, adm'r
Hoo + ⁵⁰/₁₀₀ ~~dollars~~ attys fee in case of
J. C. Jesse + H. J. Russell, adm'r of
M. C. Persons, dec'd vs. D. B. Bying-
ton.

This Jan'y 20, 1896.

G. W. Blankenship.

G. W. Blankenship
Receipt

36

~~\$ 2~~ 50

\$ 24.00



No.

RECEIVED OF

Feb 3

1896

Russell D. Jessor Admrs

Twenty Eight

⁰⁰/₁₀₀ Dollars

For inspecting Lumber

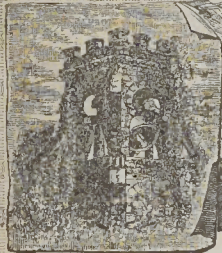
M. L. Dodson

M. L. Dadsom

Receipt

#37-

28⁰⁰



No. _____

Feb 10 1896

Russell Jesse Adams M. C. Parsons Dec.

Two Hundred _____ Dollars

Part payment on M. C. Parsons note due us which note is secured by deed of trust recorded in clerk's office of L. C. Va.

\$200.00

A. D. & Blair & Co.
W. M. Smith

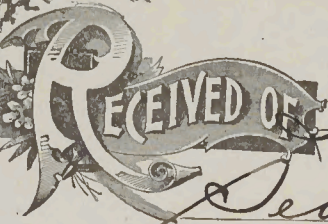
Handwritten notes: "No. 100" and "No. 100" written vertically.

Receipt

Blair & Smith

~~38~~

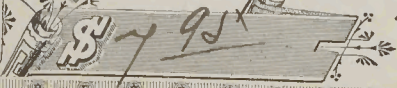
200⁰⁰



No. _____ Febry 10 1896

Russell Jesse Adams M. C. Parsons
 Deved 95/100 ~~~~~ Dollars

Am't in full overdraft due from M. C. Parsons
 to Pennington Gap Bank \$750 with interest 45¢



Alfred C. Coshier

~~#39~~

795-

A. G. Haycraft
Receipt



33 33 1/2

Nov 27 1896

Received from Russell T. Jessee, Admrs of M. C. Parsons

Thirty three and $\frac{33}{100}$ Dollars

For rent on one field bought of M. C. Jessee

M. C. Jones



~~#~~ ~~3~~

29

~~333.33~~

Received from H. J. Russell and J. C.
Jesse administrators of the estate
of M. C. Parsons decd, the sum of
one hundred Dollars, and the said sum
is to go as a credit on a certain debt which
the late M. C. Parsons owed us. and was
secured by a deed of trust, properly rec-
orded in the County, Court, Clerks office
of Lee Co. Virginia, and we hereby
assign to the said H. J. Russell and J.
C. Jesse Administrators, one hundred
Dollars of the said M. C. Parsons debt
secured by a deed of trust as aforesaid
Given under our hands this the 20 day of
July 1895

W. M. Smith
H. D. C. Blair

Witnesses

E. W. Lytle

W. M. Smith
From } Receipt

Russell v. Jessu. Adms

~~18~~ ~~19~~

~~18~~

~~100~~⁰⁰

Received

Aug 17.

1896

from Russell & Jesse Adams

of the estate of Mr. Parsons.

Five & 25/100

and Dollars

For ~~my~~ cost in both cases

\$5-25

C. C. Cheek C. J. C.

~~X~~ 19

~~\$5.25-~~

\$ 3.00



No

RECEIVED OF

Aug 14th 1895

J. C. Jelfee admr. of

M. C. Parsons Est

Three

100 **Dollars**

for services as one of the appraisers
of M. C. Parsons personal estate E. B. Sumner

~~# 24~~

~~\$ 20~~

~~\$ 300~~

Receipt

Received of J. C. Jones & H. J. Russell Administrators of the estate of M. C. Parsons Decedent.
\$2²⁵, Two dollars & twenty five cents in full
of charges for recording a mortgage in favor
of said Parsons & D. W. H. Johnston
this Sept 28th 1890

A. B. Connett Clerk H. C. C.

A. B. Cornett
Gross Receipt

Phasell & Jessen

\$2125-

~~21~~

~~21~~

\$140.⁰⁰/₁₀₀

Received from H. J. Russell and J. C. Jesse Administrators of the Estate of M. C. Parsons decd, the sum of one hundred and forty Dollars, and the said sum is to go as a credit on a certain debt which the late M. C. Parsons owed us, and was secured by a deed of trust, properly recorded in the County Court Clerk's office of Lee, Co. Virginia, and we hereby assign to the said H. J. Russell and J. C. Jesse Administrators one hundred & forty Dollars of the said M. C. Parsons debt secured by a deed of trust as aforesaid
Given under our hands this the 24 day of Sept 1895

W. M. Smith
H. D. S Blair

Witnesses

C. F. C. Lewis
A. W. Lytle

Smith & Blair
Box Receipt

Russell & Jessen

22

\$140⁰⁰



500

Oct 12 1885

Received from Russel & Jesse Adams
of M. C. Parsons Sec for Praising Dollars
and Auctioneer 14 days ¹⁰⁰ five Dollars

W. S. Bishop

23

~~85-20~~

VS.

Jonesville, Va., Oct 23, 1896

RECEIVED from ~~A. M. GOINS~~ H. J. Russell and J. C. Jesse, Admsrs.
Sixty-one & 50 Dollars, which sum I this day
credit on a note I hold as Comr. ¹⁰⁰ ~~for the~~
against M. C. Parsons & M. B. Spencer on the pur-
chase of the Timothy Sisk property in the town of Jonesville
A. M. Goins, Comr.

25

~~\$615-0~~

No. _____

Nov 6

1895



Russell Jesse Admrs M.C. Parsons

Seventy Five Dollars

Part on amt due from said Estate to Emma Howard, now E. Johnson

\$ 75 00

L. E. Johnson Recd

231

~~\$ 51.00~~

Received of H. J. Russell & J. C.
Jesse Administrators of the
Estate of M. C. Parsons deceased
one hundred and sixty Dollars
and the said sum is to go as a
credit on a certain debt, which the
late M. C. Parsons owed us, and
was secured by a deed of trust, prop-
erly recorded in the County Court
Clerks office of Geo. Co. Virginia
and we hereby assign to the said
H. J. Russell and J. C. Jesse Adm-
inistrators, one hundred and sixty
Dollars of the said M. C. Parsons
debt secured by a deed of trust as
aforesaid, given under our hands this the
6th day of Nov 1895

Charles Blair W. M. Smith
H. D. G. Blair
Witnesses
Thomas Chappell

Smith & Blair

To { Rept

Russell, George, Adams

26

\$160⁰⁰

Capital Paid in, \$32,500.00

Powell's Valley Bank.



Jonesville, Va. Nov. 13, 1895

\$86³⁰

Received from W. J. Russell
Admrs. of M. C. Parsons decd
+ J. C. Jesse, their note for
\$77⁸⁴ + W. J. Russell their check for
\$8⁴⁶ amounting in the aggregate
to \$86³⁰ which is a settlement in
full of a note due Jane Myers.
for purchase money of land &
the costs of a suit brought by
her against M. J. Parsons et al,
which note the said M. C. Parsons
in his life time had agreed to
pay —

Henry J. Morgan Treas
Powell's Valley Bank

H. J. Morgan

Receipt

27

\$86.30

Mitchael C. Dennis Est

District.

No. 4

To

W. E. WYNN, Treasurer of Lee County, Virginia,

Dr.

No. P / 2	No. L 20-35	1895	State Tax 30	Sta'e sch'l tax	Co. Levy 40	Road tax 20	Co. Sch'l tax	Dis. Sch'l tax	TOTAL	AMT.
			cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts. on \$100	OF TAXES.	
Head Tax			\$1 00		50				\$1 50	
Per. Prop.										
No. 6 Tracts										
1926 Acres	989	2942		983	3927	1966	983	983	11781	
Lots										
TOTAL									4781	
5 per cent pen'ty										

Received Payment

E. S. Tilmonary

Treasurer.

11781
1158 2989

Received of Russell T. Jussie Admr of
the Estate of M. C. Parsons dead, the
sum of one hundred and twenty nine
Dollars and thirty nine cents for Tax
against said Estate for the year 1895-
This Nov 18th 1895

Ed. Hareway & Treas

Only \$78.44 of this receipt should be
charged against Parsons estate -
as \$50.95 is Tax on the land
previously deeded
A. M. Gomis
Clerk.

~~# 30~~
28

\$78 ⁴⁴

1894 M. C. Parsons

Aug 31st,
Shts 1 + 2
~~32-7-95~~

In account with C. C. Elliott

Dr.

To three days surveying and plotting

\$6.00

Virginia: In the Clerk's Office of Lee County.

I, J. V. F. Richmond, Clerk of the County Court of
said County do hereby certify that C. C. Elliott
appeared before me this day ^{in my office} and made oath
that the foregoing account of \$6.00 is just,
correct and unpaid. This April 15th 1895.
J. V. F. Richmond Clerk.

Virginia: In the Clerk's Office of Lee County.

I, J. V. F. Richmond, Clerk of the County Court of
said County do hereby certify that Lewis Staple-
ton appeared before ^{me} this day in my Office
and made oath that C. C. Elliott done the
work named in the foregoing account.
This Apr. 15th 1895.

J. V. F. Richmond Clerk

Act

M. C. Parsons

C. C. Elliott
vs
M. C. Parson's
Estate.

\$6⁰⁰

Claim No. "23."

M. B. Parsons

1895-

To C. A. Russell Dr.

Feb'y. 14 To 1 pair Ladies Over Shoes

\$ 1.00

This day C. A. Russell personally
appeared before me A. M. Goins
Special Commr. and made oath
that the above Acct. of \$1⁰⁰/₁₀₀ is
justly due him and unpaid
from the estate of M. B. Parsons
decd., this May 01, 1896,

A. M. Goins
Special Commr.

M. C. Parsons
No. Acct. with

C. P. Russell

\$1⁰⁰

Claim No. 32.

Mr. L. Parsons Estate

To J. A. G. Hyatt Guardian

for John M. Howard

Dr

To this sum shown to be in his

hands by settlement - - - \$2107.24

" Interest to Jan 1st 1896.

126.43

amount due " "

\$2233.67

This fund draws interest
annually on all balances.

I have been recently
paid \$100. + 200 = \$300. on
this debt and gave receipts
therefor - J. A. G. Hyatt
Guardian

M. C. Parson

To $\$2233.07$

Jan. 1st 1896

J. A. S. Hyatt
Guardian

"Claim #1"

100

Nine Years

after date I promise to pay to the order of

M. D. RICHMOND

One Thousand

100

Dollars for value received and I hereby waive the

benefit of my Homestead Exemption as to this debt

Witness my hand and seal

M. C. Parson

SEAL

SEAL



PARSONS Job Printer.



for value of
the within in
January 15 1889.
M D Richmond

Claim to

1894 (Oct 15)

to by Chick \$570.

Balance due the
Jan 10th 1896 \$570.
This day paid me
H. M. G. & Co. as per
written agreement
on the Henry. A. & Co.
purchase money on
Knob farm due from
him to Parsons & Co.
written certificate
of 10th 1896.

A. L. Pridemore

\$1000 100

March 26th 1885

Five Years

after date I promise to pay to the order of

M. D. RICHMOND

One Thousand

100

Dollars for value received and I hereby waive the

benefit of my Homestead Exemption as to this debt



J. M. PARSONS Job Printer.

Witness my hand and seal

M. C. Parson

For Land



SEAL

SEAL

for value received
the within note to S. L. Bidwell
January 13th 1889
M. S. Richmond

For value received
I assign without re-
course upon one
eight hundred eleven
50/100 dollar to Wm
G. Nickoll, the revenue
being paid by him,
as stated on the other note
on Henry Nickoll's pur-
chase money, as shown
by written contract

July 10th 1896.

S. L. Bidwell

John H. H.

Salesman.

\$36.00. *Lee*

County, State of *W. Va.*

Sept 14th 1894

On or before the first day of *October*, 189*5*, I promise to pay

Geo B. Wells

, or bearer, **THIRTY-SIX DOLLARS**, negotiable and

payable at

Bank of *Penningsboro* *Gof*, value received,

with interest at *6* per cent. from *October* 1st., 189*4*, if paid at maturity, but if not paid when due, interest from date until paid. No promise or contract outside of this note will be recognized. And to secure the payment of this note *I* hereby waive the benefit of all homestead exemptions allowed by law to both real and personal property.

As witness *my* hand and seal this *14th* day of *September*, 1894

M. C. Parsons, (Seal.)

P. O. *Gross mill*

By *Geo M. Parsons*, (Seal.)

Write name of Buyer.

Cecil

Claim No.

"43."

September 18th 1894

Received on the within
Note by Robert Board &
discount on duty

Eleven dollars

By discount one dollar

15⁰⁰

This note was filed by H. J.
Morgan - Apr 4, 1896.

A. M. Gains, Comr.

Pennington Gap Bank,

VIRGINIA.

~~\$ 50.00~~

Pennington Gap, Va.,

FEB 4 1895

189

Sixty
days after date

promise to pay to the order of

R. J. Wood, Jr., Secy.

Fifty

Dollars

Negotiable and payable without offset at PENNINGTON GAP BANK, of Pennington Gap, Va., for value received, and

I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced by this note. Given under my hand date above written.

The undersigned principals and the endorsers, sureties and guarantors hereby severally waive presentment for payment, demand, protest and notice of protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or other consent, and without effecting their liability.

U. L. Parron

502
DUE

Apr 5

189

5

4/11 Int paid to May 5/95 by R J Wood & sons. 4/10 Int pd to June

VIRGINIAN PRINT, LEXINGTON, VA.

Claim No. "36"

WE as endorsers of this note, waive demand, notice, protest, all exemption laws; and guarantee payment of same or any renewal thereof; and acknowledge that we sign with a full understanding of this notice.

R. J. Wood & Sons

For value recd,
we assign within
note to R J Wood & Sons
they having this day
paid same in full
as Endorsers This
9th day of Aug 1895
R J Wood & Sons
Punnett Cap & Bag

Int paid by R. G. Woodson
June 5/1906

PENNINGTON GAP BANK.

VIRGINIA.

\$139⁹²

Pennington Gap, Va., Dec. 17th 1894

Sixty days after date I promise to pay to the

order of R. J. Wood, & Sons

One Hundred & Thirty Nine & 92/100 = Dollars, at

PENNINGTON GAP BANK, of Pennington Gap, Va., for value received, and

I waive the benefit of my homestead exemption, as to this debt.

Given under my hand, day above written.

The undersigned, principal and endorsers of this Note, which is filled up before signing, agree that if the same is placed in the hands of an Attorney at law for collection or has to be sued on, that we will pay ten per cent Attorney's fees, in addition to principal and interest, which fee shall be added to and become part of judgment.

Due Feb 15/18 1895

M. L. Parsons

4/11 Int paid to May 5/95 by R. G. Woodson, 4⁵/₁₆

Int paid to July 5/1906 by R. G. Woodson

Claim No. 37.

We, as endorsers of this Note, waive demand, notice, protest, all exemption laws and guarantee payment of same, and acknowledge that we sign with a full understanding of this notice.

R. J. Wood & Sons

For value recd we assign within note to R. J. Wood & Sons. They as Endorsers. having paid the full amount to us this day. Given under my hand this May 22/96. *Attest to the*
Farmington Gap Bank

Received

June 24

1876

from Russell T. Geasee Admrs
of the Estate of Mr C. Parsons decd

Thirty five & $\frac{96}{100}$

Dollars

now E. O. Johnson

Part on acct due from said Estate To E. O. Howard

\$ 35 $\frac{96}{100}$

C. E. Johnson Receiver

"~~294~~"

23 a

35 96

\$39.95
100

May 12 1886

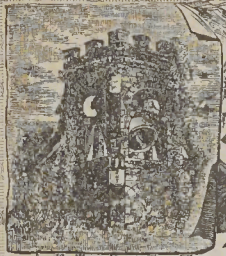
W. C. Parson Die
Received from Russell & Jesse Adm. for
Enona & for new Enona & also
thirty nine & 95/100 as part payment on Dollars
100

W. E. Johnson Rice

~~"17-11"~~

12 a

39 95-



No. _____

March 13th 1896

RECEIVED OF

Jesse Dessee Admr. Est. McParsons decd)

One Hundred, Fifty Four $\frac{22}{100}$ Dollars

Part payment on debt due to Emma O Johnson
nee Howard. by said Parsons as guardian.

\$154 $\frac{22}{100}$

L. E. Johnson Recd.
Emma O Johnson.

The within receipt
includes Sale note
against C. E. Johnson \$5,14¹⁴
Interest .07

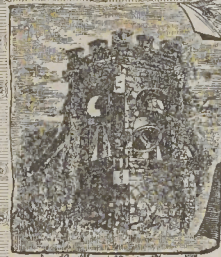
Note P. & B. Bank $\frac{1.03}{\$15422}$

15422

6a

~~7a~~

Receipt
C. E. Johnson



N.C.J. Feb 29 " 1896

Russell & Jesse Adams W.C. Parsons Decd.

One Hundred Dollars

Apoc Debt due by said Parsons to Emma Johnson
Mrs Howard. as her guardian

\$100.00

C. E. Johnson Recd.

For Emma Johnson

C. E. Johnson
Receipt

"1th"

100⁰⁰

On the day of June, Wm. Micol
paid to me the \$1500. and the interest
then on the two notes ^{from M. C. Darrington} due me. of
this sum, \$834, was to go as a credit,
on the Contract of Henry Micol for
purchase of Knob Farm, \$500. was
the installment and \$300. for the interest
provided in the Contract. - But the
whole sum was paid me, being
a prior ~~period~~ lien on the land, and
for the over plus of \$834 & I assigned to
Wm. Micol without account upon me.

I think the account ought now to
be charged with \$834, collected on
Henry Micol Contract; and credited
by the same amount paid on my debt
thus giving them their money, which is
all that is required at this time.
Sept Oct 6/1896

A. L. Pridemore

Pridemore

No 34a.

804⁰⁰

Received

Sept 25,

1896

from Tusser & Jesse

Adms of the Est. M. C. Pearson

County Fine and Dollars

an & our fees vs. them

\$25⁰⁰

Pennycuik Bros.
By R. L. P.

33 a

25 00

\$21.21 to be counted only -

Sept 1 -

1896

Received

from Jesse Russell Adams.

of M. L. Parsons Estate -

Twenty Nine & 25/100 Dollars

for 24 days work done for Mr. Parsons & 15 days done
on sales for funding collection & measuring done -

\$29.25 -

Wm. Headrick

~~"374"~~

\$8⁰⁴ of this note was
accounted for once
by Robt last year -
See voucher #357 of
1895-6

Q2 a

Q1.21

This is to certify that Harvey
Newman attended one day as a
witness before me, for Russell &
Jesse Adner in taking the account
between Russell & Jesse Adner for M.C. Carson
deceased Plaintiffs and W.R. Johnston
defendants ^{at Danville} and that he is entitled
to mileage for ~~10~~ miles. for which
services the said Russell & Jesse Adner
are ordered to pay said Harvey Newman
82 cents. Given under my hand
this Aug. 22 1896

J.C. Noel (Commissioner)

Paid By Russell + Jesse Adams

~~11/11/18~~

9/2

828/18

Received of Russell & James Adams
Three $3\frac{50}{100}$ dollars & fifty cts in
Judgment I hold against them
Aug 26th 1896 - J. S. Garrison

"364"

20ⁿ

30¹⁰

Received



Aug 5th

1896

from Russell & Jessie Adams
of the estate of M. C. Parsons decd

Twelve & $\frac{5}{100}$

Dollars

In full of my acct against said estate

\$12 50

W. L. & A. L. T. Co.

~~"354"~~

29w

12 00

Stickleyville vs
M. C. Parsons vs
vs A J Little J.P.

W. H. Blanton
For the

Benefit M. C. Parsons
against J. & wife

Feb'y 3 1894 Judgment J. & wife 50

W. H. Blanton

For M. C. Parsons Benefit

Feb'y 3 - 94 Judgment against J. & Stevens 50

W. H. Blanton

For the Benefit

M. C. Parsons

Feb'y 3 - 94 Judgment against S. H. Duff 50
1, 50

I Certify that the above account
of one and one dollar & fifty cents
for Costs against M. C. Parsons is
true & in full

A. J. Little J.P.

Received the above account
from Messrs Gessell & Russell
Admors - July 27 1894

A. J. Little J.P.

~~234~~

M C Parsons
Apr 15th
For Costs

H. K. H. H.

24th

15th
Receipt

Date -
July 27 1896

Received

from

July 20th 1876

Russell & Jesse

A. dipper of all 6 persons

Dec

Dollars

Twenty oh in full of a
great that I want to see
H. Kelly

"32A"

260

900

Received

July 20

1896

from Russell & Jenson Acting

of the Estate of M. C. Parsons Dead

Five 100 Dollars

for Summons Witness

J. L. Hughes S. L. C.

11
~~314~~

25.2

4 60

Received

July 20

1896

from Russell & Jesse C. Adams

witness for

fifty cts

Dollars

witness in case of Adams

\$

L. B. Smith

~~"30 a"~~

24 a

50¢

Received

June 24

1896

from Russell T. Jencks Adams

of the Estate of M. C. Parsons dec'd

One

Dollars

to said M. C. Parsons

for taking acknowledgment of M. C. Parsons & wife

\$100

W H Kelly, T. P.

"286"

22ⁿ

100

~~#27a~~ 11

2/ a

100

Received

June 24 1896

from Russell & Jessen

of the estate of M. B. Parsons decd

Ten $\frac{50}{100}$

Dollars

For fee bills

\$ 10 $\frac{50}{100}$

J. B. Noel

~~H 2666~~"

202

10 5-0

Received

June 4 1896

from J. J. Russell & J. C. Jesse

Seventy and 5 Percent com
on \$141¹/₂ collected of E. Irons
at B. F. Thompson Dollars

\$

J. B. Shuffelbarger

~~23a~~"

18a

70²

May 28

1896

Received

from Russell E. Jesse

Adm. of M. C. Persons deceased

One Dollars

for crying sail

\$1

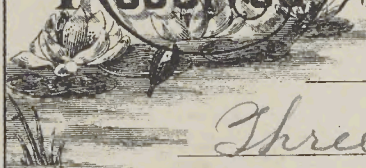
W. S. Bishop

~~224-~~

174

1.00

Received



May 28 1896
of M. C. Parsons died
from Russell & Jesse Palmer of St. Louis

Three and

$\frac{50}{100}$ Dollars

Gen Acct against M. C. Parsons died

\$3 $\frac{50}{100}$

W H Kelly

~~21-a~~

16 a

13 5-0

Received



May 29 1896

from H. J. Russell & J. C. Jesse
Adms. of the Parsons Est.

Six 25/100 Dollars

in corn in full of account

\$ 625-

L. P. Graham

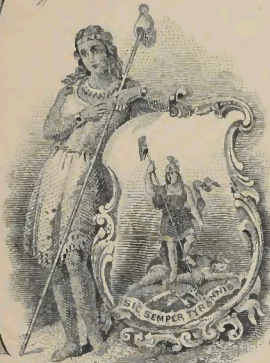
"20 a"

~~10~~ a.

6 ² 5-

\$150.00

June 12th 1896



Received of Russell & Jossee Attorneys, M. C. Parsons
one Est. One hundred & fifty — Dollars
as a credit on J. M. Howard claim against
said Parsons



J. A. Hyatt Guardian
for J. M. Howard

~~"25-6"~~

19^a

150⁰⁰

J. C. Jesse & H. J. Russell admins Estate of M. C. Parsons deceased

1895	To	S. T. L. Richmond Clerk of Lee County Court Dr	
Feb 20	To	order app, oath bond &c ^{1.00}	Tax 7.50 \$8.50
March 23 ^d	To	recording contract M. C. Parsons from W. R. Johnson ^{1.25}	1.75
" "	"	" " " " with J. M. Linn ^{1.25}	1.75
April 10	"	" " " between Carters & Parsons ^{1.25}	1.75
June 6 th	"	copying deed of M. C. Parsons to L. J. Duncan Trustee	.50
July 15	"	Recording contract with W. F. Hobbs wife ^{1.25}	1.75
Aug 8 th	"	" " appraise bill	\$1.00
" " 10	"	" " Sale Bill	\$1.50
Nov 13	"	deed W. B. Myers wife to M. C. Parsons ^{1.25}	2.25
" " 12	"	" J. M. Morgan wife to Lincolny Sisk ^{1.25}	2.25
1896	To	copying deed of trust of J. R. Pennington from W. R. Johnson	.90
May 1 st			\$23.90
" 14			7.50
	Per	March 7 th 1895 By check	7.50
		Bal	\$16.40

Received payment in full above fee bill
of Jesse & Russell admins This May 20th
1896.

S. T. L. Richmond
Clerk

"19-66"

14 a

16 40

12

Received

May 18th

1896

from Russell D. Jensen Adminr
of the Est of M. C. Parsons decd

Fifteen & $\frac{24}{100}$

Dollars

For one Note M. C. Parsons

\$15 $\frac{24}{100}$

Jeremiah

admrstr

~~N 18-44~~ 11

13 a

151 24

\$



No

RECEIVED OF

May 1

1896

Russell & Jesse Adams

five

¹⁰⁰ Dollars

on five bills

J. C. Kael

~~"16a"~~

112

5-00.

E. W. PENNINGTON, COM. ATT'Y,
PENNINGTON GAP, VA.

(OFFICES CONNECTED BY TELEPHONE.)

ROBT. L. PENNINGTON,
JONESVILLE, VA.

IN RE

PENNINGTON BROS.,

Attorneys-at-Law,

VS.

COLLECTIONS GIVEN SPECIAL ATTENTION.

Pennington Gap, Lee County, Va., May 9/96.

Recd. of St. J. Russell & J. C. Jensen
admins. of the estate of M. L. Parsons
fifty dollars as attys fees for them as
admins.

Pennington Bros.
per E. W. Pennington

ROBT. L. PENNINGTON,
Solicitor, Va.

RECEIVED BY TELEGRAPH

E. W. PENNINGTON, COM. ATTY.
Pennington, Ga., Va.

PENNINGTON BROS.

~~11-13-11~~
"4-4"

Is Re

Attorneys-at-Law

10^a

Wm Pennington
and

COLLECTIONS GIVEN SPECIAL ATTENTION

~~\$50.00~~

Pennington Bros. & Co. County Va. Dec 27/11

Recd of Mr. J. Pennington of Ga. 1/2 of the
amount of the estate of Mr. J. Pennington
deceased in estate of J. Pennington
deceased in estate of J. Pennington
deceased in estate of J. Pennington
deceased in estate of J. Pennington

Received

April 23 1896

from J. C. Jessup admr of
M. C. Prison Doc

One 90/100

Dollars

cost in case of J. C. Jessup admr of against

Job Wynn

\$

100

J. B. Shuffbarger

~~1742~~

9. a

190

\$



No

RECEIVED OF

April 10 1896

Russell D. Percece Admrs

One

100 Dollars

For services rendered hunting timber & lines of

land in Bochet

W. D. Gion

~~"13-4"~~
8 w

100

Mr. *Mary J. Myers, Rich. Sta.* District.

No. *4*

To **W. E. WYNN, Treasurer of Lee County, Virginia,** Dr.

No. P //	No. L <i>10</i> 1895	State Tax 30 cts. on \$100	State sch'l tax 10 cts on \$100	Co. Levy 40 cts. on \$100	Road tax 20 cts. on \$100	Co. Sch'l tax 10 cts on \$100	Dis. Sch'l tax 10 cts. on \$100	TOTAL OF TAXES.	AMT.
Head Tax	Val.	\$1 00		50				\$1 50	
Per, Prop.									
No. <i>1</i> Tracts									
<i>24 1/2</i> Acres	<i>69</i>	<i>21</i>	<i>07</i>	<i>28</i>	<i>18</i>	<i>07</i>	<i>07</i>		<i>84</i>
Lots <i>2</i>									
TOTAL									<i>84</i>
5 per cent pen'ty									<i>4</i>
									<i>88</i>

Received Payment *F. H. Myers, D. C.* Treasurer.

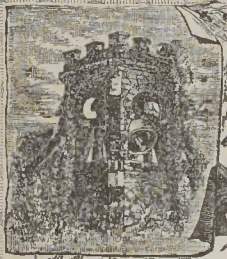
Received of Russell &
Jesse ^{Adams} Eighty Eight-cs
Apr 1th / 86
J. H. Myers

This is same as the
other ticket

880

78

~~78~~



No. 1 March 23 1896.



Russell Jesse Adams M. C. Parsons dead.
Two Hundred and --- Dollars

Part payment on amt due from M. C. Parsons
as Guardian of M. Howard,

J. A. G. Hyatt Present Guard
for said Howard's



~~"6-11"~~

Ja

200⁰⁰

\$200.00



No. Mich 23 1896.

RECEIVED OF

Russell Jesse Admrs M. C. Parson Decd
Three Hundred and Dollars

Part payment debt against M. C. Parsons which is
secured by Deed of Trust recorded in Leo C. Clerk's office.

\$300.00

W. M. Smith & H. D. Blair

"~~BF~~ a"

300⁰⁰

\$



No.

RECEIVED OF

April 12 1896

Russell Ed. Perdue

Administrators of A. C. Perdue **Dollars**

estate Hereof for services as

Appraiser J. H. McElure

"3" a "

3 00

\$



No.

RECEIVED OF

March 5th

1896

Russell S. Fessenden Administrator

One

100 Dollars

For witness fee in J. J. Hall case

J. P. Sullivan

"34"

100

Wm Permittson

To Sackett-Virginian Rule Co, Dr

In order of publication in cause styled
Wm Permittson Ret.

against -

Pocket Coal Co,

Fee \$5-00

The above acct is this day transferred
to A. M. Brown,

Suva, Pa., Co,

Per Eads

March 1st 1897

Recd. of C. M. Pennington Court
five dollars, the amt. of
within for bill June 12/97

A M Brown

Wm Pennington

To Southeast Virginia Pub. Co., Dr

To order of publication in case styled
Wm Pennington Def -

against -

Chas. E. Mallitt & Robert Coul & Heirs

For \$500

The above acct is this day transferred
to Am. Brown,

Secy, Pub. Co.,

Per Eads,

this the 1st day of March 1897,

Recd. of E. W. Pennington over
Five dollars amt. of
within for bill June, 12/97

M. Brown

\$ 25⁰⁰

Mar. 13/96

One day — — after date I promise to
pay to the order of E. H. Summington
Twenty-five & $\frac{75}{100}$ Dollars,
with interest at six per cent. from date, for value received, and I hereby waive the
benefit of my statutory exemption of this obligation.

Witness my hand and seal this 13th day of March, 1896

No. _____ Due _____

William Summington (L. S.)

(L. S.)

note
Int. to 12/2/400

\$ 25⁰⁰
7.09

232.09

24⁰⁰/₁₀₀ Peruvian plant
note & 25⁰⁰/₁₀₀

\$35⁰⁰

One day - - - after date we promise to
pay to the order of Pennington Bros

Thirty-five & ^{no}/₁₀₀

Dollars,
100

with interest at Six per cent. from date, for value received, and we hereby waive the
benefit of our Statute exemption as to this obligation.

Witness our hand and seal this 1st day of December, 1896.

No. _____ Due _____

William Pennington (L. S.)
Isiah Pennington (L. S.)

1775
br. by bal. of com-
on land sale to C.D.

Russell, 5/22/97 \$4.20

br. by atty. fee in case
of 2nd P. vs. Mallitt
5/22/97 \$15.00

Int to 5/22/97	\$ 35.00
	<u>1.00</u>
	\$ 36.00
	<u>19.20</u>
	\$ 16.80
Int to 12/1/900	3.50
	<u>20.30</u>
bal. 12/1/900	20.30

Mr. *E. W. Pennington, com. for W. Pennington, V.S.* *E. E. Mallet* Rocky Station District. No. 4.
 To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P22 No. L25 1893		State Tax 30	St'e sch'l tax	Co. Levy 25	Road Tax 25	Co. sch'l tax	Dis sch'l tax	TOTAL AMT.
Val.		cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
Head Tax		\$1 00		50				\$1 50
Per. Prop.	2012	605	201	505	505	201	201	2212
No. Tracts								
Acres								
Lots								
TOTAL								2212
5 per cent pen'ty								

Received Payment

E. E. Mallet Treasurer.

141

\$10⁰⁰

Recd. of E. H. Pennington Court. in the
Chancery cause of the Pennington vs. C. E.
Mallett Ten Dollars on my fee in said cause
This June, 21st. 1897. A B Mursey Clerk

7

Rec'd. of E. H. Pennington Comr. i
chan. cause of ~~the~~ Pennington vs.
C. E. Macell at fifteen da
att for. This June 12 1907
Pennington. Bros.

163



Knoxville, Tenn. March 25 1898

Mrs Summington I Brax
Summington Gap Va

Yellum Your favor of
the 24th March
On 1.33⁰⁰ On 14⁸⁷

is received with enclosure as stated, amounting to
One Hundred Forty Eight $\frac{7}{100}$ Dollars
\$148 $\frac{78}{100}$

Your Friends,

Cowan, McClung & Co.
Per Oliver

We have applied this to your Credit on $\frac{7}{100}$
Collection \$8⁰⁰ Summington

N.B. In sending us Drafts or Checks put YOUR OWN endorsement on them.

Mr. *E. W. Pennington Cour.* *for Wm Pennington Jr. C E Mallett*
 Rocky Station District. No. 4.
 To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P 43 No. L 10 1899		State Tax 30	St's sch'l tax	Co. Levy 25	Road Tax 25	Co. sch'l tax	Dis Schl tax	TOTAL AMT.	
Val.		cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.	
Head Tax		\$1 00		50				\$1 50	
Per. Prop.	890	247	89	223	223	89	89	9 80	
No. Tracts									
Acres									
Lots									
TOTAL								9 80	
5 per cent pen'ty									

1009 1899
 Received Payment: *W E Mallett*, Treasurer.

21

Mr. ⁶⁰ *Wm. Pennington* Jonesville District. No. 3.
 To *Wm. Pennington vs. Chas. Mallett et. als.*
 E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P	No. L	1900	State Tax 30 cts. on \$100	St'e sch'l tax 10 cts on \$100	Co. Levy 35 cts. on \$100	Road Tax 25 cts. on \$100	Co. sch'l tax 10 cts on \$100	Dis Schl tax 10 cts on \$100	TOTAL AMT. OF TAXES.
		Val.							
Head Tax		0	\$1.00		50				\$1.50
Per. Prop.		480	144	48	168	120	48	48	5.76
No. Tracts									
Acres									
Lots									
TOTAL									5.76
5 per cent pen'ty									

Received Payment:

E. S. Flanary

, D. Treas.

24

D. 11612

order
of Mr. J. B. C. Parson
to pay Hiram Carroll
\$10.00 dollars for me
and oblige your
friend J J Hall
the 1880
26

By order of
J. B. C. Parson
J. J. Hall

order
from

J. J. Hall

to M. C.

Parsons

This is to certify that
I, J. J. Hall did on the
26th day of May 1896

give to A. Hiram Carrall
an order to M. C. Parsons
for the sum of \$10.00
and that an ^{my} settlement
with said Parsons I had
me charged with the same
which I paid in full
J. J. ^{Hus} Hall
_{Junior}

Sworn to and subscribed before
me this 15th day of July
1896 W. A. D. J.
M. C.

Hiram Corroll

Claim No 40"

Banned by
Statute of
Limitation

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

Barred by Statute
of limitation

Vouchers for
2nd Year -
No 14 to 34th

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. J. Russell & J. C. Jesse* in their own right and as administrators of the estate of *M. C. Parsons deceased*. *Ellen Jesse*. *Eva Russell*. *George W. Parsons*. *Rebecca Parsons*. *Wheeler P. Parsons* the last two of whom are infants and — *Parsons* whose given name is unknown who is an infant of only a few months the last reputed child of the late *M. C. Parsons* deceased. *A. L. Pridemore* assignee of *M. D. Richmond* deceased. *H. D. & Blair*. *Wm. M. Smith* and *C. T. Duncan* Trustee *Henry McColl*, *Wm. A. Parsons*. *J. L. Pennington*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *February*, 1896, to answer a bill in Chancery, exhibited against *them* in our said court by

Robt L Pennington administrator of the estate of *W. M. Pennington* deceased who sues for himself & all other creditors of the late *M. C. Parsons*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *13th* day of *February* 1896 and in the *120th* year of the Commonwealth.

*A Copy**A. B. Munsey* Clerk.*Teste A. B. Munsey Clerk*

Legal service of the within summons is accepted. Feby. 14, 1896.

Wm A. Parsons, By Counsel.

Legal service of the within summons is accepted to. Feby 14, 1896.

H. J. Russell & J. C. Jesse,
Eva Russell & Ellen Jesse,
& Geo. W. Parsons,

By Counsel,

Legal service of the within summons is accepted to. Feby-14th 1896.

J. S. Pennington

Not finding A. L. Ordmore at his usual place of abode Executed Feby 14, by delivering a true copy of the within summons to Sally Ordmore the wife of A. L. Ordmore, at his, the said A. L. Ordmore's usual place of abode, explaining to her the purport of the said summons.

W. R. Cook Deputy Sheriff for

W. P. Weston Sheriff

Robert L. Pennington, atty.

SUBPENA
IN CHANCERY.

vs.

H. J. Russell & Co. Lessee

Adms et als

J. B. Brown

p. q.

To 2nd Feby

Rules,

Circuit Court.

Legal service of the within summons is accepted. Feby. 14th 1896.

C. T. Duncan, Trustee

H. D. G. Blair

Wm M. Smith

By C. T. Duncan atty.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *J. L. Jessee Admr of the*
estate of M. L. Parsons deceased,

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held
for the said court, on the *3rd* Monday in *February 1900* ~~189~~, to answer a
petition of Daniel Hall
~~bill in chancery exhibited~~ against *him* in our said court ~~by~~ *in the*
chancery cause of R. L. Pennington Admr &c
vs J. L. Jessee Admr &c et al

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *31st* day of *January 1900* ~~189~~, and in the *124th* year of the
Commonwealth.

A. B. Munsey Clerk

Feb 8 1900

Form No. 800 $\frac{1}{2}$.

Daniel Hall

vs. {

SUBPOENA

IN CHANCERY

J. C. Jesse Admr

L. T. Hyatt p. q.

To 2nd February Rules.
1900 Circuit Court.

Executed this Feb.
8/1900 by delivering
an attested copy of
the within subpoena
to J. C. Jesse Admr.
D. P. Ely D. S.
for W. J. Miller

S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon

M. R. Kirk and J. L. Perminington

before A. M. Gains, Comr. at his office in the town of Jonesville, Va.
to appear before the Judge of our Circuit Court of the County of Lee, at the court house thereof, on the *24th*
day of *August* 189*9*, to testify and the truth to say in behalf of *J. B. Jessee, Admr.,*
&c.

in a certain matter of controversy in our said Court, ~~before the said Judge depending and undetermined between~~
and now pending before said Comr. in which
J. B. Jessee, Admr., &c. et al are Plaintiff, and

Lieut. A. Crabtree are Defendant.

And have then there this writ. *And this they shall do no wise omit under*
the penalty of \$100, Witness, A. B. MUNSEY, Clerk of our said Court, at the court house, the *24th*
day of *Aug* 189*9*, and in the 12*3* year of the Commonwealth.

A copy--Teste:

A. M. Gains, Comr. Clerk,

XXXXXXXXXXXXXXXXXXXXX
J. C. Jesse Adm'r
Vs. } SUBPENA
FOR
WITNESS.

Geo. A. Crabtree

XXXXXXXXXXXXXXXXXXXXX

Circuit Court the 24th day
of Aug. 1899.

Executed by
124699
by summoning
G. R. Kink
not executed as
to J. G. Penington
he being in
the hands of
E. S. Evans
Dep't S. L. C. for
W. J. mile ham
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU

To summon ~~S. B. Pate~~ ~~C. H. Martin~~ ~~D. B. Pate~~
~~J. A. Hughes~~ ~~J. A. Johnson~~ ~~W. R. Johnson~~ ~~J. A. Johnson~~ ~~J. A. Johnson~~
~~J. A. Johnson~~ ~~J. A. Johnson~~ ~~J. A. Johnson~~ ~~J. A. Johnson~~ ~~J. A. Johnson~~

to appear before ~~me~~ ~~at my office in the town of Jonesville~~ ~~on the 8th~~
to appear before the Judge of our Circuit Court of Lee County, at the court house thereof on the
day of May 1896, to testify and the truth to say in behalf of ~~the~~ John

L. Pennington

in a certain matter of controversy in our said Court,
before the said Judge depending and undetermined between ~~me~~ now pending before
me as Special Court, in the Chancery cause
of R. L. Pennington, Admr, vs. Russell & Plaintiff
and Jesse Adams.

Defendant :

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court house,

the 4th day of May 1896, and in the 120 year of
the Commonwealth.

A. M. Gorin

Clerk.

Special Court

SUBPENA
FOR
WITNESS.

Circuit Court, the..... day of

Eleventh in April
1896.
By Samuel S. McKim

Immaculate

W. R. Johnson

J. C. King

J. P. Hughes

J. D. Harrington

J. B. Rugg McKim

A. Johnson

C. Harleyman

S. B. Watgate

By E. H. Spector & S. Fox

W. P. Weston S. B.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. J. Russell & J. C. Jesse* in their own right, and as administrators of the estate of *M. C. Parsons* deceased. *Ellen Jesse* *Eva Russell*. *George W. Parsons*. *Rebecca Parsons Wheeler*. *P. Parsons* the last two of whom are infants, and — *Parsons* whose given name is unknown who is an infant of only a few months the last reputed child of the late *M. C. Parsons* dead. *A. L. Predmore* assignee of *M. D. Richmond* deceased. *H. D. Blair* *Wm. M. Smith* and *C. T. Duncan* Trustee. *Henry Nicoll* and *Wm. A. Parsons* & *J. L. Pennington* to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *February*, 1896, to answer a bill in Chancery, exhibited against *them* in our said court by *Robt. L. Pennington* administrator of the estate of *W. M. Pennington* deceased who sues for himself & all other creditors of the late *M. C. Parsons*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *13th* day of *February* 1896, and in the *1204* year of the Commonwealth.

A Copy

A. B. Munsey Clerk.

Liste A. B. Munsey Clerk

R. L. Rington adms.

US.

SUBPOENA
IN CHANCERY.

p. q.

To Rules,

Circuit Court.

Executed by delivering
to Henry McColl a true
copy of the within, this
15th day of Feb 1896

J. B. Shoffberger C.L.C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. J. Russell & Co. lessee in their own right and as administrators of the estate of M. L. Parsons decd., Ellen Lessee Eva Russell. Geo. W. Parsons, Rebecca Parsons. Wheeler P. Parsons, Bessie A. Parsons, A. L. Pridemore assignee of M. D. Richmond. Wm. M. Smith M. D. G. Blair & C. T. Duncan Trustee, Saluda Richmond, S. V. F. Richmond, Mary Smith (nee Richmond) Jennie Armstrong (nee Richmond) May Richmond, Nerva Richmond & Josh Richmond & B. H. Sewell & S. V. F. Richmond administrators of the estate of M. D. Richmond & Lizzie L. Ely & Alex. M. Ely & W. K. Armstrong*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *3rd* Monday in *May*, 1896, to

an amended answer *A* bill in Chancery, exhibited against *them* in our said court by

R. L. Pennington administrator of the estate of W. M. Pennington decd.

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *4th* day of *May* 1896, and in the *120th*

year of the Commonwealth.

A. B. Munsey Clerk.

*A Copy Leste
A. B. Munsey Clerk*

Legal notice of this summons is accepted
~~by me~~ to. This May 12th 1846

Wm. R. Manning

Adm'r
P. D. Pennington

US. }
SUBPENA
IN CHANCERY.

Robert Russell Adams

Pennington v. Adams. q.

To 2nd May Rules,

Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. J. Russell & J. L. Jesse* in their own right, and as administrators of the estate of *M. L. Parsons* decd, *Ellen Jesse*, *Eva Russell*, *Geo. W. Parsons*, *Rebecca Parsons*, *Wheeler P. Parsons*, *Bessie A. Parsons*, *A. L. Pridemore* assignee of *M. D. Richmond*, *Wm. M. Smith*, *H. D. G. Blair*, *C. F. Duncan* Trustee, *Saluda Richmond*, *S. V. F. Richmond*, *Mary Smith* (nee Richmond), *Jennie Armstrong* (nee Richmond), *Mary Richmond*, *Nerve Richmond*, *Josh. Richmond* & *B. H. Sewell* & *S. V. F. Richmond* administrators of the estate of *M. D. Richmond* & *Lizzie L. Ely* & *Alex. M. Ely* & *W. K. Armstrong*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *May*, 189*6*, to answer a bill in Chancery, exhibited against *them* in our said court by *R. L. Pennington* administrator of the estate of *W. M. Pennington* decd

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *4th* day of *May*, 189*6*, and in the *120* year of the Commonwealth.

A. B. Munsey Clerk.

A Copy Teste
A. B. Munsey Clerk

vs.

} **SUBPŒNA
IN CHANCERY.**

_____ *p. q.*

To _____ *Rules,*

Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. J. Russell & J. L. Jesse* in their own right and as administrators of the estate of *M. L. Parsons, decd.*, *Ellen Jesse*, *Eva Russell*, *Geo. W. Parsons*, *Rebecca Parsons*, *Wheeler P. Parsons*, *Bessie A. Parsons*, *A. L. Pridemore* assignee of *M. D. Richmond*, *Wm. M. Smith*, *H. D. G. Blair*, *L. T. Duncan* Trustee, *Saluda Richmond*, *S. V. F. Richmond*, *Mary Smith (nee Richmond)*, *Jennie Armstrong (nee Richmond)*, *May Richmond*, *Nerve Richmond* & *Josh Richmond* & *B. H. Sewell* & *S. V. F. Richmond* and administrators of the estate of *M. D. Richmond* & *Lizzie L. Ely* & *Alex. M. Ely* & *W. K. Armstrong*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *May*, 189*6*, to answer a bill in Chancery, exhibited against *them* in our said court by *R. L. Pennington* administrator of the estate of *Mr. M. Pennington, decd.*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *4th* day of *May*, 189*6* and in the *120th* year of the Commonwealth.

A. B. Munsey Clerk.

I accept legal service of the within summons
for the following persons.

Lizzie Teey. (nee Richmond)

Alex M. Teey

This May 9. 1896.

Mary Smith. (nee Richmond)

By S. T. T. Richmond

R. D. Pennington adm

us.

SUBPOENA
IN CHANCERY.

Russell's exec. admors

Pennington Bros. p. q.

To 2 and Mary Rules,

Circuit Court.

W. T. W. St. Lawrence & Co. & Co.

Attorneys Richmond.

Received May 13th 1896. By leaving a
true copy of the within & in place
to J. Y. T. Richmond, B. T. Jones &
Attorneys Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon A. L. McKil, Geo W Gorratt
Walter Johnson, George Punnington, J. W. Scott, Es.
Lion, Tucker Hall, Harve Cecil, James P. Graham
& William Potul.

A. M. Goins, Comm.
to appear before the Judge of our County Court ~~of the County of Lee~~, at the court-house thereof on the
27th day of April, 1896, to testify and the truth to say in behalf of the

Willard Potul, in a certain matter of controversy
pending before A. M. Goins, Commissioner in the Chancery
in our said court before the said Judge depending and undetermined between the Commonwealth of Vir-
ginia, Plaintiff, and
Case of R. L. Punnington, Admr. &c. vs. H. J. Russell & als.

Defendant.

And this they shall in no wise omit, under the penalty of \$100. And have then there this writ.

Witness S. V. F. Richmond, Clerk of our said Court at the court-house, the 3rd day of
April, 1896, in the

year of the Commonwealth.

A. M. Goins, Special
Commissioner.

R. L. Pennington, Admr &c

SUBPOENA

ag't

FOR

WITNESS.

H. J. Russell et al

Special Court,

the 27 day of Apr,

1896.

Executed in port
April 27-1896
By Summoning
D. D. Hall not
further Executed
for want of time
Wm P. Weston

white
COLORED

The Commissioners of the Revenue will be careful to list only the COLORED Personal Property owners on this sheet.

PERSONS, PROPERTY, AND OTHER SUBJECTS

Ascertained for Taxes and Levies in the County of Lee, within the Rocky Station Magisterial District of Frank K. Nelson, Commissioner of the Revenue,

SCHEDULE A.		SCHEDULE B.															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
NAMES OF PERSONS CHARGED WITH TAXES.		RESIDENCE OF EACH TAXPAYER.		CATTLE.		SHEEP.		GOATS.		HOGS.		DOGS.		WATCHES.		CLOCK.	
No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.	No. of taxable property, as shown on the list of taxable property.
30	John S. Burgan Sr	Stone Creek	1	-	3	25	-	-	-	6	8	-	-	-	-	1	2
24	Same	Rocky	1	1	13	3	30	-	-	4	6	-	-	-	-	1	1
3	J. S. Burgan	"	1	1	20	7	10	2	2	3	5	-	-	-	-	1	8
34	John S. Burgan	Stone Creek	1	1	5	2	18	1	1	6	3	-	-	1	2	1	1
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For the year 1898 the name John S. Burgan also appears on books, but is merely charged with full tax, no property.

TOTALS,

white
COLORED

The Commissioners of the Revenue will be careful to list only the COLORED Personal Property owners on this sheet.

OF TAXATION FOR THE YEAR 1896

which were therein on the first day of February, or which were removed therein before the Commissioner's Books were delivered to the Officer charged with collection of Taxes.

SCHEDULE C.																SCHEDULE D.		TOTAL STATE TAXES.		COUNTY LEVIES.			
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SCHEDULE C.																SCHEDULE D.		TOTAL STATE TAXES.		COUNTY LEVIES.			
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SCHEDULE C.																SCHEDULE D.		TOTAL STATE TAXES.		COUNTY LEVIES.			
SCHEDULE C.																SCHEDULE D.		TOTAL STATE TAXES.		COUNTY LEVIES.			
SCHEDULE C.																SCHEDULE D.		TOTAL STATE TAXES.					

which were therein on the first day of February, or which were removed therein before the Commissioner's Books were delivered to the Officer charged with collection of Taxes.

[illegible]

Ⓜ Unless all the blanks are filled and each column added, Books will not be accepted.